

Bainbridge Island

Metro Park & Recreation District

PROJECT MANUAL

Project No. 20223
Ray Williamson Pool Renovation, PHASE 2

January 30, 2026

VOLUME 1, DIVISIONS 00 AND 01
BID SET

STEMPER ARCHITECTURE
COLLABORATIVE

Consultants:
The Greenbusch Group Engineers
TFWB Engineers
MLA Engineering
Jacobson Consulting Engineers



Bainbridge Island
Metro Park & Recreation District

**PROJECT MANUAL, VOLUME 1
DIVISIONS 00 AND 01**

PROJECT NO. 20223

**RAY WILLIAMSON POOL IMPROVEMENTS
PHASE 2**

**8521 Madison Ave. N.
Bainbridge Island, WA 98110**

Contact:

David Harry /Michael Omans, Project Manager
dharry@biparks.org, MichaelO@biparks.org

Michelle Miller, Procurement Manager
michellem@biparks.org

Prime Consultant:

Stemper Architecture Collaborative
4000 Delridge Way SW, Ste 200
Seattle, WA 98106

ADVERTISEMENT FOR BIDS

February 03, 2026

**Bainbridge Island Metropolitan Park & Recreation District (BIMPRD)
Ray Williamson Pool Improvements, Phase 2**

BID NOTICE

The Bainbridge Island Metropolitan Park and Recreation District will receive sealed bids for the following project:

PROJECT: 20223 Ray Williamson Pool Improvements, PHASE 2

PROJECT MANAGER: Michael Omans, MichaelO@biparks.org, David Harry, dharry@biparks.org

PROCUREMENT
MANAGER: Michelle Miller, michellem@biparks.org

ESTIMATED BID COST:
RANGE \$3,100,000 TO \$3,500,000

SUBMITTAL

TIME/DATE/LOCATION: **Prior to 2:00p m on Wednesday, March 04,2026** submit hand delivered bid(s) to Lande Administration Building, Administration Office (front desk) located at: **7686 NE High School Road, Bainbridge Island, 98110**. Bids received after the appointed time set for receipt will be returned unopened.

Mail to: **7686 NE High School Road, Bainbridge Island, 98110**
ATTN: Michelle Miller, Procurement Manager

All bid submissions must be hand delivered and/or physically mailed/couriered to Michelle Miller, Procurement Manager. No electronic bids will be received.

Bids will be opened and publicly read aloud **Wednesday, March 04, 2026 at 2:15 pm** in person. There will be no virtual link available for this event.

ISSUED BY: BIMPRD; All of the bidding documents are on file in the office of the Owner. Bona fide bidders may obtain bidding documents online at: www.biparks.org/doing-business.

CONTACTS: Questions may be directed to Michelle Miller, Procurement Manager, at michellem@biparks.org. Any questions pertaining to the bid documents must be submitted in writing. The deadline for contractor questions regarding this project shall be submitted by close of business day on Monday, February 23, 2026.

PRE-BID MEETING AND
SITE VISIT:

The Pre-bid Meeting is **mandatory**. Prospective bidders may attend one of the following Pre-bid Meetings:

First Pre-Bid Meeting: Wednesday, February 18 at 11:00 am

Second Pre-Bid Meeting: Friday, February 20 at 11:00am

Both meetings will be held at **The Bainbridge Island Aquatics Center, 8521 Madison Ave N, Bainbridge Island, WA 98110**. A walk through of the site will be available to prospective Bidders after the pre-bid conference.

GENERAL PROJECT

1. DESCRIPTION: The Ray Williamson Pool Renovation Phase 2 project includes but is not limited to: replacement of concrete pool deck, linear trench drains, remove concrete platform, perimeter pool tile, pool deck equipment inserts, storefront system and swing out doors at natatorium, pool liner coating removal and replacement, remove and replace acoustical ceiling tile in natatorium, handrail at SW ramp, east concrete side walk and curb under storefront, pool filtration system, pool chemical treatment conversion to saline/chlorine system, repair/replacement of general domestic water piping and plumbing, refurbishing the existing glue lam metal bases, install new fence system, install new VGB drain system, , anti slip coating at steps and SW ramp in the Ray Williamson Pool at the Bainbridge Island Aquatics Center building.

BIDDING DOCUMENTS: The bidding documents shall consist of:

1. Bid Notice
2. Instructions to Bidders
3. General Conditions
4. Bid Form/Bidder's Proposal and Proposal Signature Sheet
5. Bidder's Bond
6. Sample Performance and Payment Bond
7. Sample Retainage Bond
8. Sample Contract for Construction Services
9. Washington State Prevailing Wage Rates (refer to link below)
10. Technical Specifications and List of Drawings listed in the Table of Contents of Drawings

General Preliminary Information to Prospective Bidders:

- 1] PREVAILING WAGE RATE: The State of Washington Prevailing Wage Rates are applicable for this project located in Kitsap County. Bidders are responsible to verify and use the most recent prevailing wage rates. The "Effective Date" for this project is the Bid Form due date above. The applicable prevailing wage rates may be found on the Department of Labor & Industries website located at <https://secure.lni.wa.gov/wagelookup/>.
- 2] PERMITTING: Bainbridge Island Metro. Park & Recreation District (BIMPRD) has concluded building permitting with Washington State Department of Health and L&I. The building permit will be distributed

to the awarded Contractor prior to Start of Work. All other permits (eg: electrical, demo) will be acquired by Contractor.

- 3] BID SECURITY : Each bid must be accompanied by a certified check for 5% of the total maximum amount of the bid, made payable to the Owner, or a bid bond in the form furnished by the Owner for 5% of the total maximum amount of the bid, as a guarantee that the bidder will promptly execute a valid contract with the Owner in accordance with the bidding documents. If a bid bond is used, the 5% may be shown in dollars and cents or the form may be filled in by inserting therein, in lieu of dollars of cents, "5% of the amount of the accompanying proposal." Bonds must be satisfactory to the Owner. Check or bid bond of the successful bidder will be returned immediately upon execution of contract in acceptance of performance and payment bond. All other checks will be returned upon execution of the contract. The Bidder acknowledges that the Owner will suffer substantial damages if Bidder refuses to enter the Contract or furnish the required bonds but that such damages are difficult to determine with precision. If the Bidder refuses to enter into such Contract or fails to furnish such bonds if required (all within the required time), then the Owner may elect to retain and forfeit the good security or Bid Bond as liquidated damages (and not a penalty) or collect actual damages from the Bidder.
- 4] REJECTION OF BIDS: The Owner shall have the right to reject any or all bids or any items of the bid and in particular to reject a bid not accompanied by any required bid security or data required by the bidding documents or bid in any way incomplete or irregular. Any or all bids may be rejected for good cause.
- 5] CONTRACT AWARD
 - a. The contract shall be awarded to the lowest responsible bidder. The Owner reserves the right to waive informalities or technical defects as of the interest of the Owner may require.
 - b. No bidder may withdraw his/her bid after the hour set for the opening of bids or before the award of the contract.
 - c. Proposals must be made on the Bidder's Proposal Form.

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PART 1 – GENERAL

1.01 **ARTICLE 1 OF BIDDING DOCUMENTS - DEFINITIONS**

1.1 Bidding Documents include the Bid Notice, Invitation to Bid, Instructions to Bidders, General Conditions for Bainbridge Island Metropolitan Park and Recreation District Public Works Projects, , Unique Project Conditions if applicable, Bidder's Proposal and Proposal Signature Sheet, Subcontractor Listing Form if project is estimated at \$1,000,000 or more, Bidder's Bond, Sample Faithful Performance and Payment Bond, Sample Retainage Bond, Sample Escrow Agreement, Sample Contract for Construction Services, Washington State Prevailing Wage Rates and Benefit Code Key, Davis-Bacon Wage Determinations if project has Federal Funding, Technical Specifications and List of Drawings listed in the Table of Contents, Drawings if applicable, and any addenda issued prior to receipt of bids.

The Contract Documents proposed for the work consist of the Contract for Construction Services, the conditions of the Contract (General, Supplementary and any other conditions), applicable Washington State Prevailing Wage Rates and Benefit Code Key, applicable Davis Bacon Wage Determinations if project has Federal Funding, the Drawings and Specifications, and all addenda issued prior to and all modifications issued after execution of the Contract.

1.2 All definitions set forth in the General Conditions for Bainbridge Island Metropolitan Park and Recreation District Public Works Projects, and in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written, or graphic instruments issued by the Architect prior to the execution of the Contract, which modify the Bidding Documents by additions, deletions, clarifications, or corrections.

1.4 A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

1.8 A Bidder is a person or entity who submits a Bid.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

1.02 ARTICLE 2 OF BIDDING DOCUMENTS - BIDDER'S REPRESENTATIONS

2.1 Each Bidder by making his Bid represents that:

2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.

2.1.2 He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed, and has correlated his observations with the requirements of the proposed Contract Documents.

2.1.3 His Bid is based upon the materials, systems, and equipment required by the Bidding Documents without exception.

1.03 ARTICLE 3 OF BIDDING DOCUMENTS

3.1 COPIES OF BIDDING DOCUMENTS

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Invitation to Bid for the fee designated. This will be considered a sale and will involve no refunding.

3.1.2 Bidding Documents may be issued directly to Sub-Bidders.

3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 The Owner or the Architect in making copies of the Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3.2 INTERPRETATIONS OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidders or Sub-bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven (7) days prior to the date for receipt of Bids.

3.2.3 Any interpretation, correction, or change of the Bidding Documents will be made by Addendum. (See 3.4) Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.
- 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten (10) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Architect /Owner's decision of approval or disapproval of a proposed substitution shall be final and binding.
- 3.3.3 If the Architect/Owner approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner. Should any proposed product substitution require any re-design work by the Architect/Owner or his consultants to accommodate the substitute product, costs for such redesign work shall be included in the Bid amount and shall be paid to the Architect at his usual rates/Owner at reasonable rates for the time expended in the required re-design work.
- 3.3.4 No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.
- 3.3.5 Substitution requests shall be made only on the Substitution Request Form found hereinafter. Fill in all data requested on the form and such form shall be received by the Architect at least ten (10) days prior to the date for receiving bids.

3.4 ADDENDA

- 3.4.1 Bidders shall acknowledge receipt of all addenda to this solicitation by identifying the addenda numbers in the space provided for this purpose on the Bid Form. Failure to do so may result in the bid being declared non-responsive.
- 3.4.2 Addenda will be mailed or delivered to all who are known by the Architect/Owner to have received a complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one, which includes postponements of the date for receipt of Bids.
- 3.4.4 Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his Bid.

3.5 DRAWINGS AND PROJECT MANUALS, COORDINATION

3.5.1 Prior to submitting a bid proposal for work being bid upon, examine and coordinate all Bidding Documents with all other contracts to be awarded separately from but in connection with the work being bid upon, so that Bidder is fully informed as to conditions affecting work under contract being bid upon. Failure to do so shall not be cause for any additional costs for work caused therefrom.

1.04 ARTICLE 4 - BIDDING PROCEDURE

4.1 PREPARATION OF BIDS - CONSTRUCTION

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents. Bids must be: 1] submitted on the Bid Form, or copies of forms, furnished by the Owner, and 2] signed in ink. The person signing a bid must initial each change appearing on any Bid Form. If the bid is made by a corporation, it shall be signed by the corporation's authorized designee. The address of the Bidder shall be typed or printed on the Bid Form in the space provided.

4.1.2 the Bid Form may require Bidders to submit bid prices for one or more items on various bases including: 1] lump sum base bid; 2] lump sum bid alternate prices; 3] unit prices; or 4] any combination of items 1 through 3 above.

4.1.3 If the solicitation includes alternate bid items, failure to bid on alternates may disqualify the bid. If bidding on all items is not required, Bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

4.1.4 All blanks on the bid form shall be filled in by typewriter or manually in ink. Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern. Any interlineation, alteration, or erasure must be initialed by the signer of the Bid.

4.1.5 The prices in the Bid shall include all applicable federal, state, and local taxes for the job site, Bainbridge Island, Kitsap County, Washington.

4.1.6 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each proposal signature sheet shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A bid by a corporation shall further give the state of incorporation and have the corporate seal, if there is one, affixed. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.1.7 Substitute bid forms will not be considered unless this solicitation authorizes their submission.

4.2 BID SECURITY

- 4.2.1 When the sum of the base bid plus all additive bid alternates (as applicable) is \$35,000.00 or less, bid security is not required.

When the sum of the base bid plus all additive alternates is greater than \$35,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the Bidder to provide bid guarantee when required shall render the bid non-responsive.

- 4.2.2 Each Bid shall be accompanied by a bid security in the form and amount required by the Owner pledging that the Bidder will enter into a Contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder in Article 7 covering the faithful performance of the Contract and the payment of all obligations arising thereunder. The Bidder acknowledges that the Owner will suffer substantial damages if Bidder refuses to enter the Contract or furnish the required bonds but that such damages are difficult to determine the precision. If the Bidder refuses to enter into such Contract or fails to furnish such bonds if required (all within the required time), then the Owner may elect to retain and forfeit the good security of Bid Bond as liquidated damages (and not a penalty) or collect actual damages from the Bidder.

- 4.2.3 The surety bond shall be written on the Bid Bond form supplied with the Bidding documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his power of attorney.

- 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

The Owner will return bid guarantees (other than the bid bond) to unsuccessful Bidders as soon as practicable, but not sooner than the execution of a contract with the successful Bidder.

4.2.5 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS (BRC)

- A] Submission and Evaluation of the BRC – the apparent low Bidder must submit the BRC, all forms, and any additional documentation to the Owner within 3 Business Days of receipt of the request or as otherwise acceptable to the Owner. The documentation must detail the Bidder's, or Subcontractor's experience with the precise experience requirements as stated in the Contract. Refer to Section 00 43 00.
- B] Compliance History – the Bidder must answer questions on the BRC demonstrating their compliance history and capabilities in performing these categories. The Owner may use a Bidder's past compliance history as part of the determination responsibility.
- C] Personnel – the Bidder certifies, by submitting the BRC, that it will assign the named personnel to the Project. In the event it becomes necessary for the Bidder to substitute personnel during the life of the Contract, the following provisions apply:
- 1] Before substituting a new project manager or superintendent, the Contractor must submit for the approval of the Owner, a current resume for the new personnel

documenting that the new personnel comply with the supplemental bidder responsibility criteria established for the project.

- 2] The Owner may suspend the project if the Contractor substitutes a project manager or superintendent without the Owner's approval. The Contractor is fully liable for the additional costs resulting from the suspension of work and no adjustments in the Contract Time resulting from suspension of work will be allowed.
- D] Work Experience— If specific work experience criteria are required in the Project Manual, the Bidder must document on the BRC that it meets the specified criteria. The Owner will verify that the specified work experience criteria is met by the apparent low Bidder. It is the Bidder's responsibility to verify that the names and phone numbers provided for references are current to ensure the Owner's ability to contact references and verify Bidder work experience. If the Owner is unable to contact references to verify Bidder or Subcontractor experience due to circumstances beyond its control, the Owner reserves the right to determine work experience based on the information available to the Owner.

4.3 SUBCONTRACTORS

- 4.3.1 When the Owner's estimate of the project cost exceeds \$1,000,000 (including additive alternates), the bidder is required to list the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work. The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate.

Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void. If the bidder does not intend to award any subcontracts for the base bid and alternates, the bidder shall so indicate on their subcontractor list. (Reference RCW 39.30.060)

- 4.3.2 Failure to meet this requirement shall render the bidder's bid non-responsive and, therefore, void.
- 4.3.3 The Bidder's list of subcontractors shall be submitted on the "Subcontractor Listing" form included with the bid documents.
- 4.3.4 The successful Bidder shall not be permitted to change Subcontractors named on the Subcontractor Listing without the prior written consent of the Owner and as stipulated in the General Conditions.

4.4 SUBMISSION OF BIDS

- 4.4.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the Bainbridge Island Metropolitan Park and Recreation District and shall be identified with the Project name, the Bidder's name, and address and, if applicable, the designated portion of the Work for which the Bid submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- 4.4.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.
- 4.4.3 All Bids shall be logged by the Owner upon receipt. The Bidder shall assume full responsibility that the Bid be logged, as well as assuming full responsibility for timely delivery at the location designated for receipt of Bids. A Bidder mailing its Bid bears the risk of non-receipt and the risk of failure to log or inaccurate logging.
- 4.4.4 Oral, telephonic Bids are invalid and will not receive consideration.
- 4.4.5 The bid prices shown for each item on the Bid Form shall include all labor, material, equipment, overhead, and compensation to complete all of the work for that item.
- 4.4.6 The actual cost of the public utility hookup fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees should not be included by the Bidder in the bid amount.
- 4.4.7 The Bidder agrees to hold the base bid prices for sixty (60) days from date of opening.
- 4.4.8 The bid amounts shall not include Washington State Sales Tax (WSST). All other taxes imposed by law shall be included in the bid amount. The Owner will include WSST in progress payments. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.

4.5 MODIFICATION OR WITHDRAWAL OF BID

- 4.5.1 A Bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.
- 4.5.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by written notice to the Owner at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.
- 4.5.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided they are then fully in conformance with these Instructions to Bidders.

4.5.4 Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

1.05 **ARTICLE 5 - CONSIDERATION OF BIDS**

5.1 **OPENING OF BIDS**

5.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and Alternate Bids, if any, will be made available to Bidders. This information may be obtained by contacting the Procurement Manager, Michelle Miller, michellem@biparks.org.

5.2 **REJECTION OF BIDS**

5.2.1 The Owner shall have the right to reject any or all Bids or any items of the Bid and to reject a Bid not accompanied by any required Bid security or by other data required by the Bidding Documents, or to reject a Bid, which is in any way incomplete or irregular. Any or all bids may be rejected for good cause.

5.2.2 If Owner determines that an apparent low bidder is not responsible, Owner will provide its reasons for the determination in writing to the bidder. The bidder may appeal the determination by within three (3) days of its receipt of Owner's determination presenting additional information to Owner. If bidder provides this additional information, Owner will provide a final and binding written determination to the bidder.

5.3 **ACCEPTANCE OF BID (AWARD)**

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive any informality, irregularity, or technical defect in any Bid or Bids received and to accept the Bid or Bids, which, in its judgment, is in its best interests. In selecting the most responsible Bidder, consideration will be given to financial standing and the general competency of the Bidder for the performance of the work covered by the proposal.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in Article 9, and to determine the lowest and best Bidder on the basis of the sum of the Base Bid and the Alternates accepted, together with considerations of responsibility and compliance.

1.06 **ARTICLE 6 - POST BID INFORMATION**

6.1 **CONTRACTOR'S QUALIFICATION STATEMENT**

6.1.1 Bidders to whom award of a Contract is under consideration may be required to submit to the Owner, upon request, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.2 SUBMITTALS

6.2.1 The bidder shall, within seven days of notification of selection for the award of a Contract for the Work, submit the following information to the Architect/Owner:

- .1 a designation of the Work to be performed by the Bidder with his own forces;
- .2 the names of the suppliers of items, systems, materials and equipment proposed for the Work;
- .3 A list of names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

6.2.2 The Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.2.3 Prior to the award of the Contract, the Architect/Owner will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. If the Owner or Architect has reasonable objection to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with an adjustment in his bid price to cover the difference in cost occasioned by such substitution. The Owner may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder. In the event of either withdrawal or disqualification under this Subparagraph, bid security will not be forfeited, notwithstanding the provisions of Paragraph 4.5.1.

6.2.4 Persons and entities proposed by the Bidder and to whom the Owner has and the Architect have made no reasonable objection under the provisions of Subparagraph 6.2.3 must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and the Architect.

1.07 ARTICLE 7 - FAITHFUL PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 Prior to execution of the Contract, the Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe. Bonds may be secured through the Bidder's usual sources from a company licensed to do business in Washington State and excellently rated. The cost of such bonds shall be included in the Bid.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The bidder shall deliver the required bonds to the Owner not later than the date of execution of the Contract, or if the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

7.2.2 The bonds shall be written on Faithful Performance Bond and Labor and Material Payment Bond forms provided by the Owner.

7.2.3 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

1.08 ARTICLE 8 - AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 FORM TO BE USED

8.1.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on the attached "Agreement for Construction Services".

8.2 EXECUTION OF AGREEMENT

8.2.1 A Bidder whose proposal is accepted shall sign the written Agreement between Owner and Contractor within ten (10) days from the date of mailing of a Notice from Owner to Bidder of acceptance of his proposal. Failure to so execute the Agreement shall result in forfeiture of the Bidder's bond or certified check.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section contains information on surveys and record information for the building.

PART 2 - PRODUCTS

2.01 AVAILABLE INFORMATION

- A. Owner has information consisting of reports, surveys and other record information. This information is available to Contractor and subcontractors for review. Available information includes but is not limited to:
1. Hydrogeological Data Report: Proposed Ray Williamson Pool Renovation, issued in June 27 2025, prepared by PanGEO Incorporated. Included following this section.
 2. Hazardous Materials Survey: prepared by PBS on April 23, 2024. Refer to Section 02 82 00.
- B. Surveys, reports and record information on existing conditions are provided without warranty as to their accuracy or completeness.

PART 3 - **EXECUTION** - Not Used.

END OF SECTION

HYDROGEOLOGIC DATA REPORT
PROPOSED RAY WILLIAMSON POOL RENOVATION
8521 Madison Avenue North
Bainbridge Island, Washington

PROJECT NO. 25-120

June 2025

Prepared for:
Stemper Architecture Collaborative



*Geotechnical & Earthquake
Engineering Consultants*

June 27, 2025
Project No. 25-120

Melody Leung
Stemper Architecture Collaborative
400 Delridge Way Southwest, Suite 200
Seattle, Washington 98106

Subject: Hydrogeologic Data Report
Proposed Ray Williamson Pool Renovation
8521 Madison Avenue North, Bainbridge Island, Washington

Dear Ms. Leung:

As requested, PanGEO completed two test borings, conducted slug tests, and prepared the attached hydrogeologic data report for the planned renovation of the Ray Williamson Pool at 8521 Madison Avenue North in Bainbridge Island, Washington.

At our exploration locations, we encountered medium dense to dense interlayered silty sand with gravel and sand which we classified as Ice Contact Deposits. Groundwater was encountered at 4.9 to 13.6 feet below grade.

Based on the results of our study, in our opinion temporary construction dewatering can likely be performed using a vacuum well point system. We estimate dewatering flows will be in the range of 25 to 30 gallons per minute.

We appreciate the opportunity to assist you with this project. Please call if you have any questions.

Sincerely,



Scott D. Dinkelman, LEG
Principal Engineering Geologist

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ATTACHMENTS:

Figure 1	Vicinity Map
Figure 2	Site and Exploration Plan
Figure 3	Slug Test Results, Boring PG-1
Figure 4	Slug Test Results, Boring PG-2

Appendix A Summary Test Boring Logs

Figure A-1	Terms and Symbols for Boring and Test Pit Logs
Figure A-2	Log of Test Boring PG-1
Figure A-3	Log of Test Boring PG-2

**HYDROGEOLOGIC DATA REPORT
RAY WILLIAM POOL IMPROVEMENTS
8521 MADISON AVENUE, BAINBRIDGE ISLAND, WASHINGTON**

1.0 INTRODUCTION

As requested, PanGEO, Inc., is pleased to present this hydrogeologic data report to assist the project team with the design and construction of the proposed Ray Williamson Pool Improvements at 8521 Madison Avenue in Bainbridge Island, Sammamish, Washington. This report was performed in general accordance with our mutually agreed scope of services outlined in our proposal dated December 18, 2025. Our scope of services included reviewing readily available geologic and geotechnical data, drilling two borings, installing two standpipe piezometers, conducting slug tests, and providing this data report.

2.0 SITE AND PROJECT DESCRIPTION

The site is located north of the Bainbridge Island High School campus at 8521 Madison Avenue in Bainbridge Island, Sammamish, Washington, approximately as shown in the attached Figure 1, Vicinity Map.

The site and surrounding topography slopes down from west to east with about 10 feet of elevation change across the width of the site. It appears the existing pool was likely benched into the natural sloping grade to allow for construction of the pool.

The Ray William pool was constructed in 1970 as an outdoor pool and was later enclosed within a building. The existing pool building is one story in height and comprises an area of about 1,300 square feet. The pool ranges from 3 to 12 feet deep. The deep end of the pool is located at the south end of the pool.

On the west side of the pool is a 10- to 20-foot-high slope that ascends to an access road. The west side of the pool is developed with surface parking and slopes down gently from west to east.

It is planned to make plumbing improvements to the existing pool. The improvements will require draining the existing pool in order to cut into the pool shell. Due to high groundwater levels in the vicinity of the site, dewatering will be needed to lower groundwater levels to reduce hydrostatic uplift on the existing pool.

We understand from pool staff that groundwater seepage emerges from the west slope.



Plate 1: Oblique aerial view of the site.

Looking from south to north.

The site is outlined in a yellow dashed line.

The conclusions and recommendations in this report are based on our understanding of the planned improvements, which is in turn based on the project information provided. If the above project description is incorrect, or the project information changes, we should be consulted to review the recommendations contained in this study and make modifications, if needed. In any case PanGEO should be retained to provide a review of the final design to confirm that our geotechnical recommendations have been correctly interpreted and adequately implemented in the construction documents.

3.0 SUBSURFACE EXPLORATION

3.1 TEST BORINGS

Two borings (PG-1 and PG-2) were drilled at the site on April 14, 2025, to explore subsurface conditions in the area of the pool. The approximate boring locations are indicated in Figure 2. The borings were drilled to a maximum depth of 26½ feet below the existing ground surface using a limited access drill rig.

Soil samples were obtained from the borings in general at 2½- and 5-foot intervals in conjunction with Standard Penetration Test (SPT) sampling methods in general accordance with ASTM test

method ASTM D-1586, *Standard Test Method for Penetration Test and Split Barrel Sampling of Soils*, in which the samples are obtained using a 2-inch outside diameter split-spoon sampler. The sampler was driven into the soil a distance of 18 inches using a 140-pound weight falling a distance of 30 inches. The number of blows required for each 6-inch increment of sampler penetration was recorded. The number of blows required to achieve the last 12 inches of sample penetration is defined as the SPT N-value. The N-value provides an empirical measure of the relative density of cohesionless soil, or the relative consistency of fine-grained soils.

An engineer from PanGEO was present during the field explorations to observe the drilling, assist in sampling, and describe and document the soil samples obtained from the borings. The summary boring logs are included in Appendix A as Figures A-2 and A-3. The soil samples were described using the system outlined on Figure A-1.

3.2 STANDPIPE PIEZOMETER INSTALLATION

To allow for hydrogeologic testing and monitoring of groundwater levels, standpipe piezometers were installed in our borings. The standpipe piezometers consisted of a nominal 2-inch diameter, PVC well casing. The bottom of the well in Boring PG-1 was located at 25 feet below grade and was screened from 10 to 25 feet. The bottom of the well in Boring PG-2 was set at 23 feet below grade and was screened from 8 to 23 feet. The annular space around the screen was backfilled with Colorado Silica (10-20) sand to act as a filter against the adjacent soil. The remaining annular space above the sand pack was backfilled with bentonite chips to within one-foot of the ground surface to form a water-tight seal. The wells were finished at the surface with a flush-mounted steel monument. Details of the well construction are shown in the appropriate boring logs.

After installation, the monitoring wells were developed to remove drilling mud and foreign material left from drilling and to establish good hydraulic conductivity between the well and the aquifer. Development of the wells was accomplished by a combination of pumping and mechanical surging with a bailer until the water generated by the well appeared clear.

The wells should be decommissioned prior to construction by a licensed driller in accordance with Washington Department of Ecology requirements.

4.0 SUBSURFACE CONDITIONS

4.1 SITE GEOLOGY

Regional geologic information for the project area was obtained by reviewing the *Geologic Map of Bainbridge Island, Washington* (Haugerud, 2005). A portion of the geologic map including the subject site is shown on Figure 3, *Site Geology*. Based on our review of the map, near-surface deposits in the vicinity of the site consist of Vashon till, Geologic Map Unit Qvt.

Vashon till is an unsorted (diamict) mixture of clay, silt, sand, gravel and cobbles that was directly deposited below a glacial ice sheet during the Vashon Stade of the Fraser Glaciation. The fines (silt and clay content) is typically 15 to 40 percent by weight.

Vashon till has been overridden by several thousand feet of glacial ice, it is typically dense to very dense. Post-glacial weathering of the till has resulted in a zone of weathered soil overlying unweathered till. The weathered profile is similar to the underlying soil but is typically looser.

4.2 SOILS

The following is a generalized description of the soils encountered in the test pits. For a more detailed description of the subsurface conditions encountered at each exploration location for this study, please refer to our test pit logs provided in Appendix A.

It should be noted that the stratigraphic contacts indicated on the test pit logs represent the approximate depth to boundaries between soil units. Actual transitions between soil units may be more gradual or occur at different elevations. The descriptions of groundwater conditions and depths are likewise approximate.

Fill: At the location of Boring PG-1, drilled on the east side of the pool, we encountered about 4½ feet of medium dense silty sand with some gravel which we classified as fill.

Ice Contact Deposits (Qvi): Below the fill in Boring PG-1 and from the ground surface at the location of Boring PG-2, we encountered medium dense to dense fine silty sand with gravel. The soil was generally moist, but was interlayered with sandier zones that were wet. We classified the soil as ice contact deposits. Thought not mapped in this area, ice contact deposits are deposited along glacial margins and may or may not be glacially consolidated. Both of our borings were terminated in medium dense silty sand at 26½ feet below grade.

Our subsurface descriptions are based on the conditions encountered at the time of our exploration. Soil and rock conditions between our exploration locations may vary from those encountered. The

nature and extent of variations between our exploratory locations may not become evident until construction. If variations do appear, PanGEO should be requested to reevaluate the recommendations in this report and to modify or verify them in writing prior to proceeding with earthwork and construction.

4.3 GROUNDWATER

4.3.1 Groundwater Levels

Groundwater was encountered at 9 to 16½ feet below grade during drilling.

On April 18, 2025, we measured groundwater levels at 13.6 feet below grade in Boring PG-1 at 4.9 feet below grade in Boring PG-4.

The designers and contractor should be aware there will be fluctuations in groundwater conditions depending on the season, amount of rainfall, surface water runoff, and other factors. Generally, the water level is higher and seepage rates are greater in the wetter, winter months (typically October through May).

4.3.2 Slug Testing

To evaluate the hydraulic conductivity of the site soils, slug testing was performed in the standpipe piezometers installed in the borings. The results can be used by the contractor to design their dewatering system.

A slug test involves inducing a sudden change in the water level (hydraulic head) within a well by inserting (falling head) and then removing (rising head) a slug with a known volume and then measuring the response of the water level in the well.

The slug testing consisted of the following process:

- A data logging pressure transducer was suspended in the well at approximately 10 feet below the starting water level to prevent the pressure transducer from being hit by the slug and set to record water levels at 1.0 second intervals for the duration of the test.
- The starting water level was recorded before the slug was inserted using a water level meter recorded to calibrate the transducer and to act as a well recovery benchmark.
- An instantaneous raising and lowering of the hydraulic head (water level) was induced by placing and removing a solid, weighted slug into the well. The solid slug consisted of a three foot long, solid Delrin rod with a known volume.

- The water level was periodically measured manually using a water level meter to assess recovery. Once the well recovered to at least 90 percent of the original water level the test was completed.
- Where practical, the tests were repeated by removing or re-inserting the slug.
- After the testing was completed, the data logging pressure transducers were removed, and the data downloaded and processed.

Data obtained through the slug tests was analyzed using the AQTESOLV Version 4.5 commercial software package which is an industry standard program widely used in the groundwater consulting industry. Hydraulic conductivities were calculated from the slug test data using the Bouwer-Rice method and are reported in Table 1 below. The hydraulic conductivity is reported in feet per day (ft/day) and is a measurement of how easily water can move through the pore spaces in the soil.

In summary, the test results indicate relatively low soil permeabilities. As such, we do not anticipate very high flow volumes from the dewatering system.

The contractor should be responsible for the selection and design of temporary dewatering systems. In our opinion, the use of widely spaced deep wells is likely not appropriate, due to the low soil permeabilities. It is also our opinion that the use of closely spaced small diameter well points are likely more appropriate.

TABLE 1: Calculated Hydraulic Conductivities from Slug Tests

Location	Testing Interval (feet below grade)	Soil	Hydraulic Conductivity		
			Falling Head (ft/day)	Rising Head (ft/day)	Average (ft/day)
PG-1	10 - 25	Silty SAND	5.72×10^{-2}	1.37×10^{-1}	1.9×10^{-1}
PG-2	8 - 23	Silty SAND	3.20×10^{-1}	3.4×10^{-1}	6.6×10^{-1}

AQTESOLV analytical plots for each boring are presented in Figures 3 and 4.

4.3.3 Aquifer Conditions

Groundwater levels in the wells ranged from 4.9 to 13.6 feet below grade. We interpret the aquifer is unconfined, which means groundwater is under phreatic pressure and the aquifer thickness can change seasonally due to recharge from precipitation, infiltration of surface water, and irrigation.

However, the site soils are stratified and glacially consolidated which reduces vertical permeability leading to anisotropic conditions, or uneven flow rates.

5.0 DISCUSSION

5.1 TEMPORARY DEWATERING

The existing pool shell extends below the groundwater table. To mitigate the risk of damage to the pool after it is drained, the groundwater should be lowered using an active dewatering system to at least two feet below the deepest planned excavation. Based on the soil conditions encountered it is likely a vacuum well point dewatering system is most appropriate for the site.

A temporary dewatering plan should be prepared by a specialty dewatering subcontractor as a required submittal forming a part of the construction documents. This should include a design for the dewatering system that is suited to the anticipated depth of excavation, considering the known and potential soil and groundwater conditions expected during construction.

The temporary dewatering plan should address water disposal. A discharge permit may be needed for disposal of water to storm drains or the sanitary sewer. Water quality testing may be needed to confirm discharge standards are being met. Disposal of water during construction should comply with applicable state and local regulations.

Once the temporary construction dewatering system is installed and in operation, it should be maintained and operated continuously for the duration of construction. Interruption of the dewatering system operation risks rising groundwater levels that could cause excess uplift pressures on the existing pool.

5.2 POTENTIAL DEWATERING VOLUMES

Based on the results of the slug tests in Borings PG-1 and PG-2 and our experience with dewatering in similar soil and groundwater conditions, we estimate temporary groundwater flows could range from 25 to 30 gallons per minute (gpm).

The initial flow rate at the beginning of dewatering may be two to three times higher than the steady state flow rate as the wells operate with greater saturated thicknesses and drain water from storage within the aquifer.

5.3 DEWATERING COST ESTIMATE

We obtained an estimate for the dewatering system cost by discussing the project with a local dewatering contractor. The dewatering costs assume the use of a vacuum well point system installed inside the pool building and that the perimeter of the area to be dewatered is about 400 linear feet. It was also assumed the dewatering system would lower groundwater elevations to about two feet below the bottom elevation of the pool, or about 14 feet below the exterior grade and would be in operation for about two months.

The estimated cost for mobilization, installation, and two months of operation is \$98,000.

The costs for extending dewatering beyond two months would be \$4,000 per month.

6.0 LIMITATIONS

We have prepared this report for use by Stemper Architecture Collaborative and their designers and consultants. Conclusions and recommendations contained in this report are based on a site reconnaissance, a subsurface exploration program, review of pertinent subsurface information, and our understanding of the project. The study was performed using a mutually agreed-upon scope of work.

Variations in soil conditions may exist between the locations of the explorations and the actual conditions underlying the site. The nature and extent of soil variations may not be evident until construction occurs. If any soil conditions are encountered at the site that are different from those described in this report, we should be notified immediately to review the applicability of our recommendations. Additionally, we should also be notified to review the applicability of our recommendations if there are any changes in the project scope.

The scope of our work does not include services related to construction safety precautions. Our recommendations are not intended to direct the contractors' methods, techniques, sequences or procedures, except as specifically described in our report for consideration in design. Additionally, the scope of our work specifically excludes the assessment of environmental characteristics, particularly those involving hazardous substances.

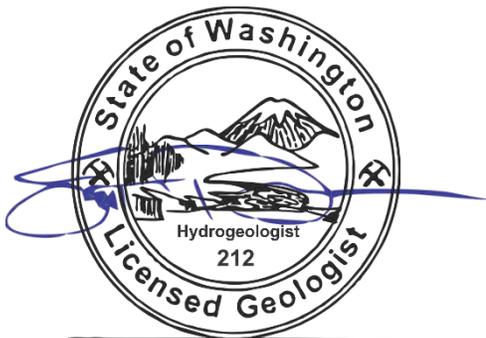
This report has been prepared for planning and design purposes for specific application to the proposed project in accordance with the generally accepted standards of local practice at the time this report was written. No warranty, express or implied, is made.

This report may be used only by the client and for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both off and on-site), or other factors including advances in our understanding of applied science, may change over time and could materially affect our findings. Therefore, this report should not be relied upon after 24 months from its issuance. PanGEO should be notified if the project is delayed by more than 24 months from the date of this report so that we may review the applicability of our conclusions considering the time lapse.

It is the client's responsibility to see that all parties to this project, including the designer, contractor, subcontractors, etc., are made aware of this report in its entirety. The use of information contained in this report for bidding purposes should be done at the contractor's option and risk. Any party other than the client who wishes to use this report shall notify PanGEO of such intended use and for permission to copy this report. Based on the intended use of the report, PanGEO may require that additional work be performed and that an updated report be reissued. Noncompliance with any of these requirements will release PanGEO from any liability resulting from the use this report.

We appreciate the opportunity to be of service.

Sincerely,

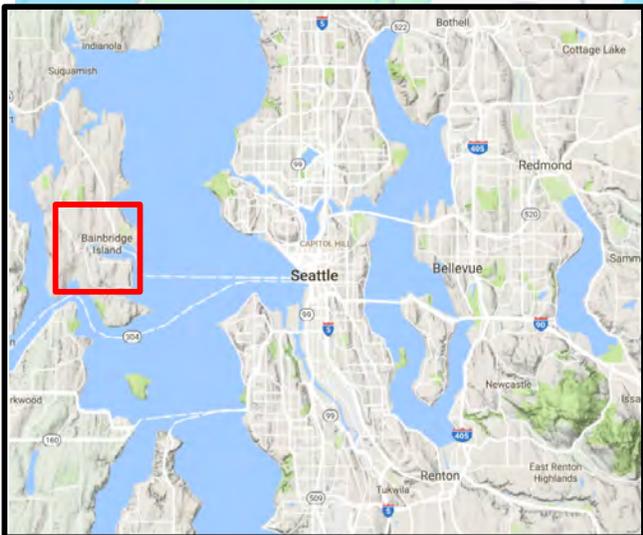
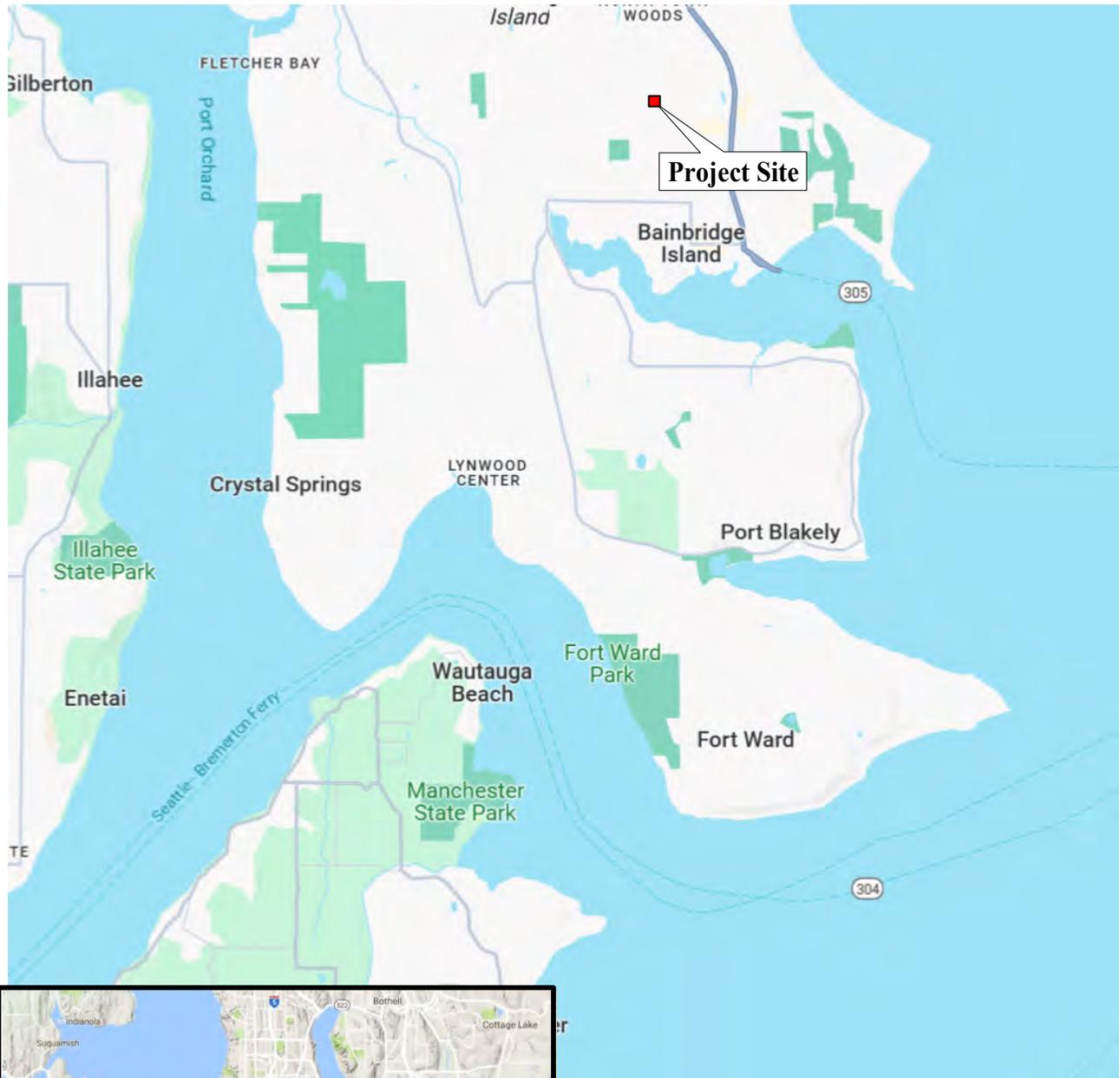


Scott D. Dinkelman

Scott D. Dinkelman, LEG, LHG
Principal Hydrogeologist

7.0 REFERENCES

Haugerud, R. A., 2005, *Preliminary Geologic Map of Bainbridge Island [part of Bremerton East, Duwamish Head, Shilshole Bay, Suquamish 7½' Quadrangles]*, Washington: U.S. Geological Survey Open-File Report 2005-1387, version 1.0, 1 sheet, scale 1:24,000.



Not to Scale

Base Map: Washington Geologic Information Portal



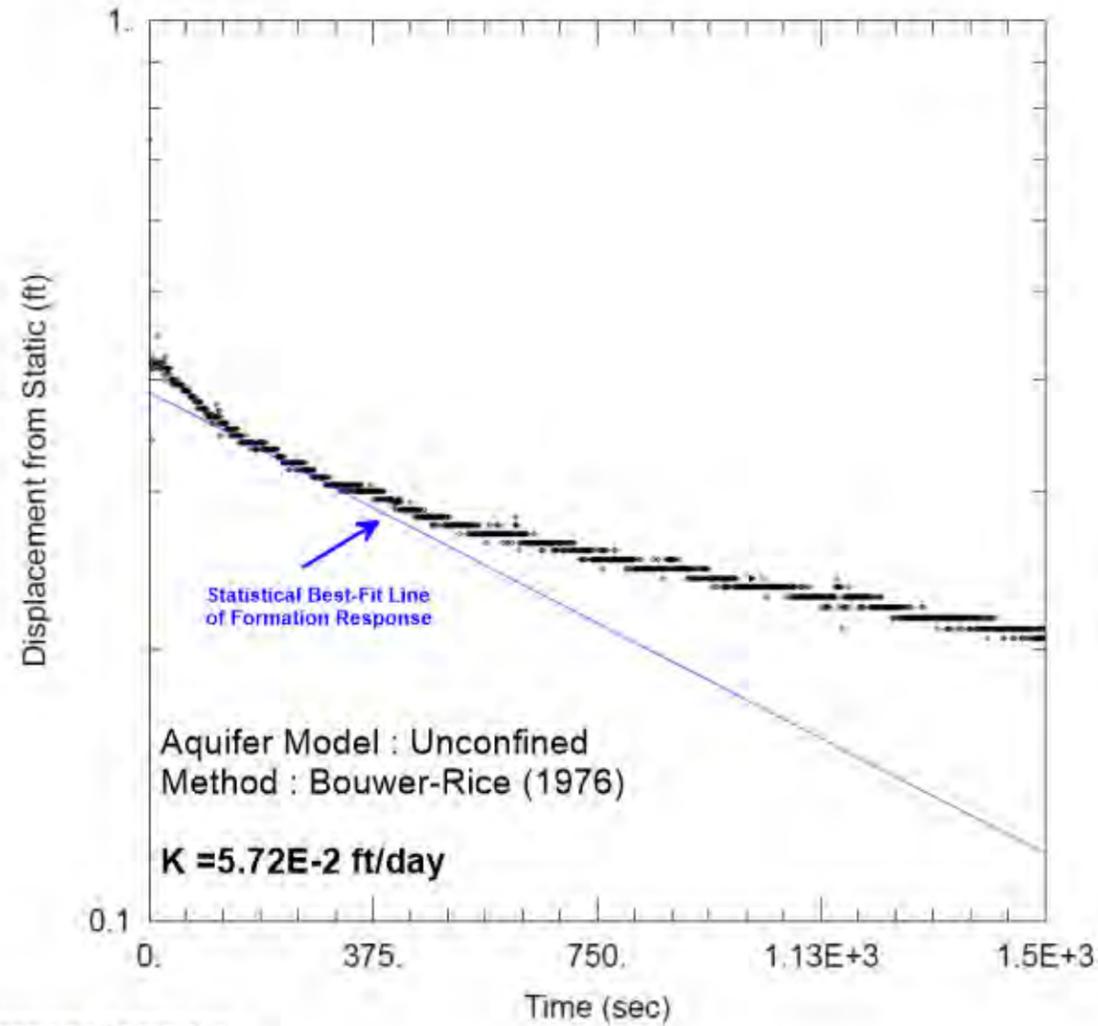
**Proposed Ray Williamson
Pool Renovation
8521 Madison Ave N
Bainbridge Island, WA**

VICINITY MAP

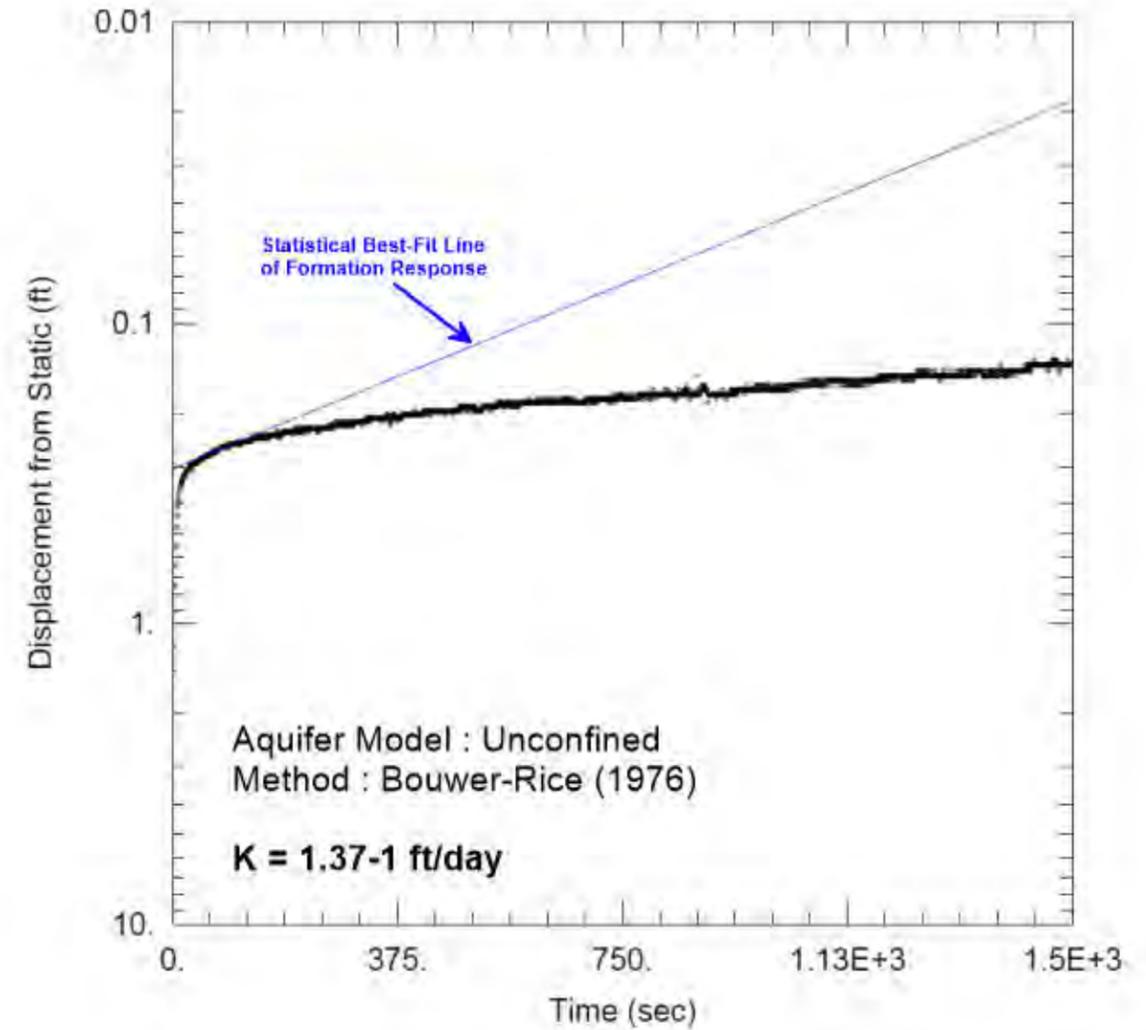
Project No. **25-120**

Figure No. **1**

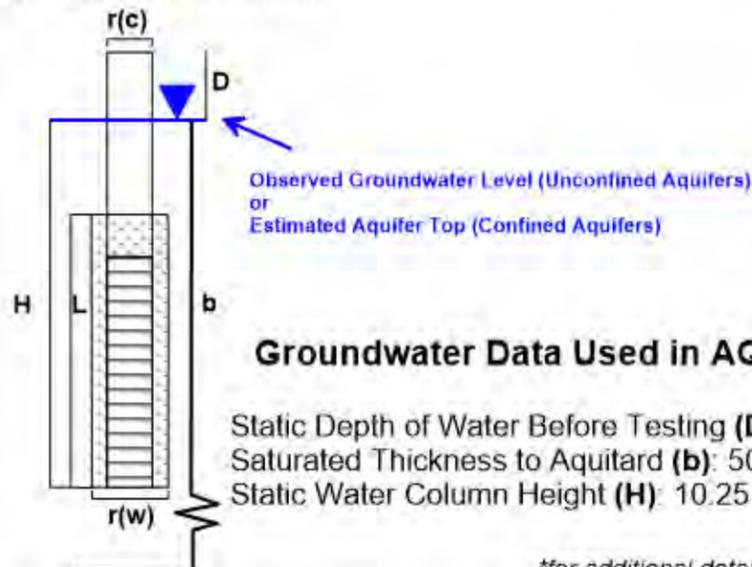
BORING PG-1 FALLING HEAD TEST



BORING PG-1 RISING HEAD TEST



Typical Piezometer Schematic:



Groundwater Data Used in AQTESOLV*:

Static Depth of Water Before Testing (**D**): 13.6 ft Screen and Sand Pack Length (**L**): 11.75 ft
 Saturated Thickness to Aquitard (**b**): 50 ft Casing Radius **r(c)**: 0.0842 ft
 Static Water Column Height (**H**): 10.25 ft Well / Boring Radius **r(w)**: 0.3333 ft

*for additional details of piezometer construction see Boring Log PG-1, Figure A-2

Reference:

Bouwer, H. and R.C. Rice, 1976. A slug test method for determining hydraulic conductivity of unconfined aquifers with completely or partially penetrating wells, *Water Resources Research*, vol. 12, no. 3, pp. 423-428.

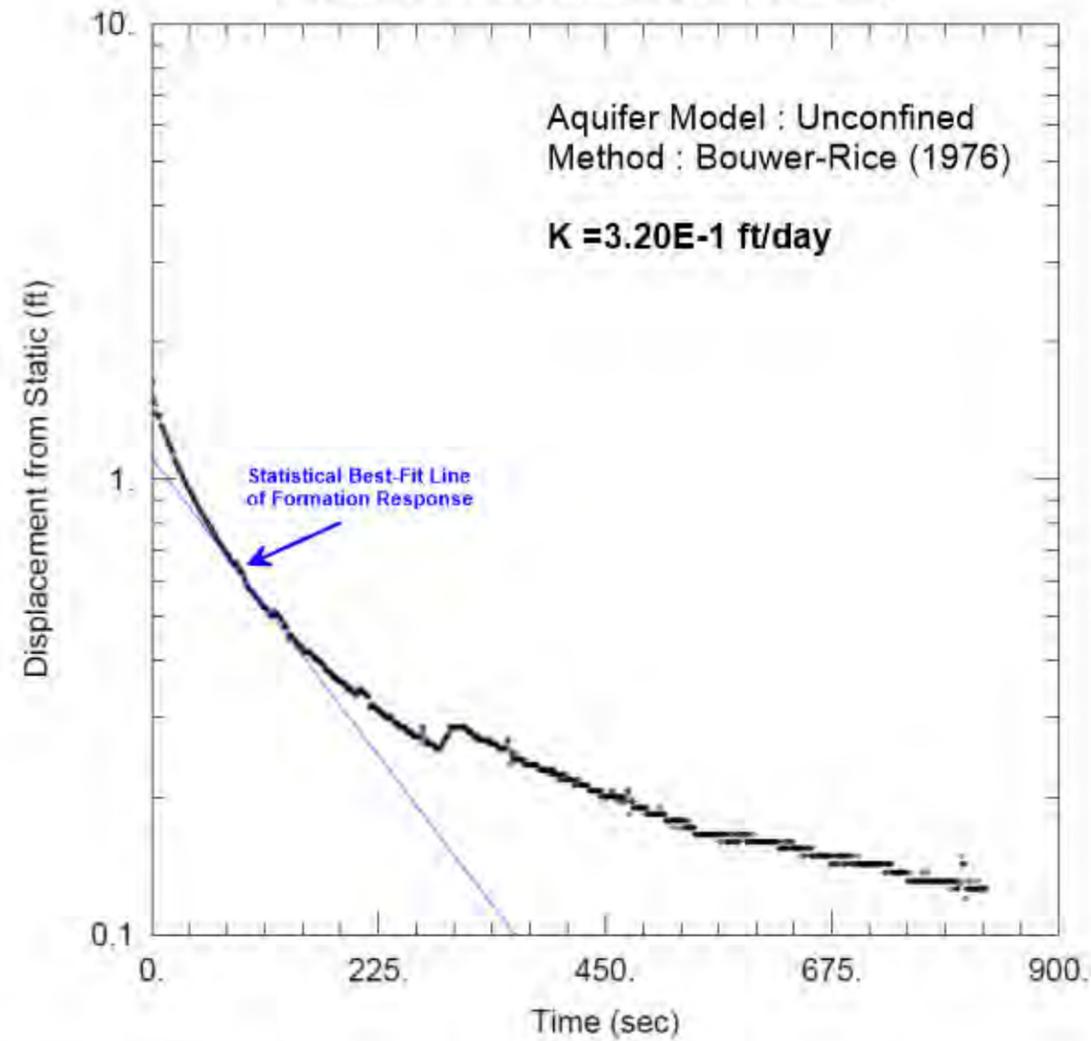


Ray Williamson Pool
 Renovation
 8521 Madison Ave N
 Bainbridge Island, WA

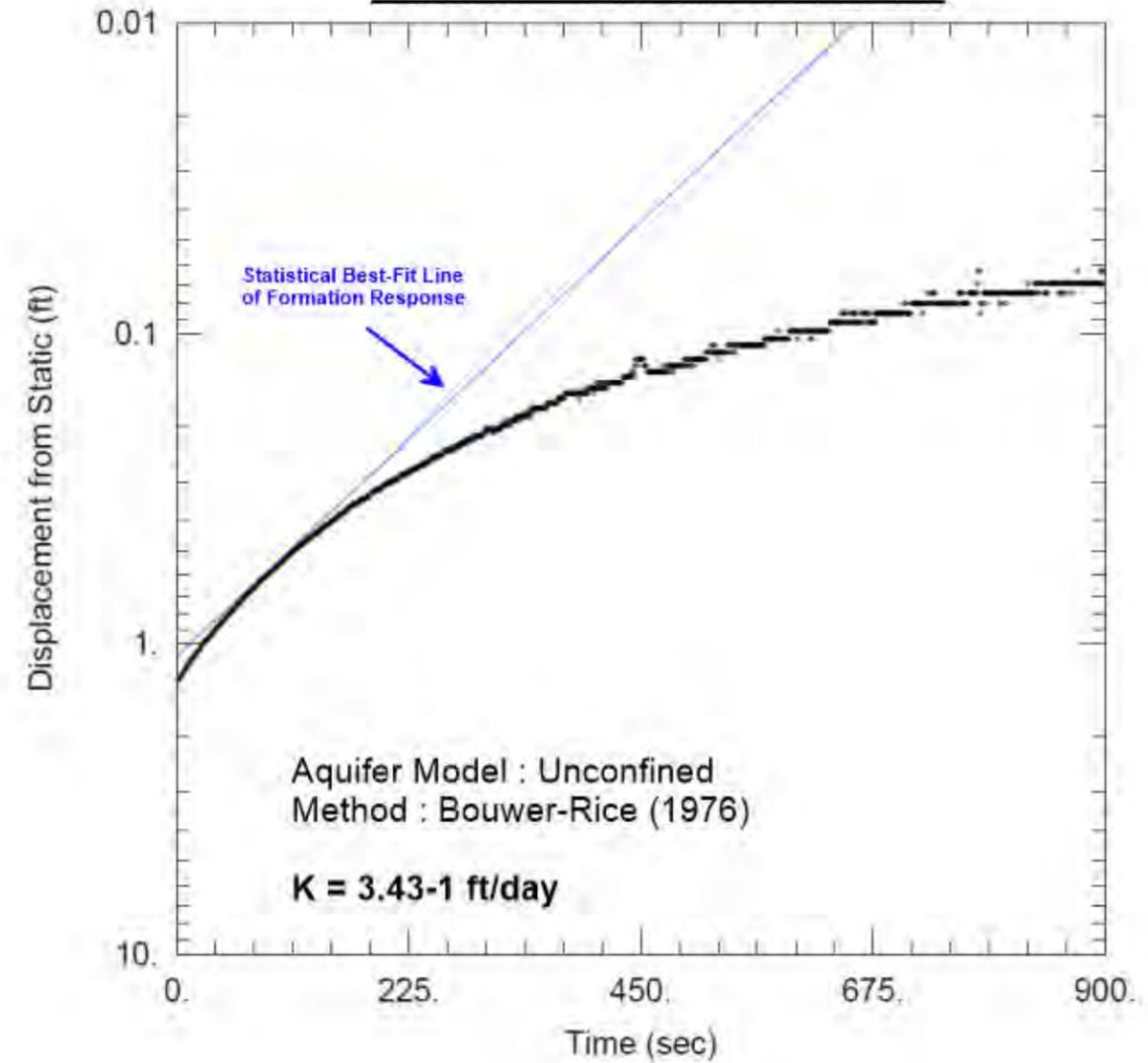
**SLUG TEST RESULTS
 BORING PG-1**

Project No. 25-120 Figure No. 6

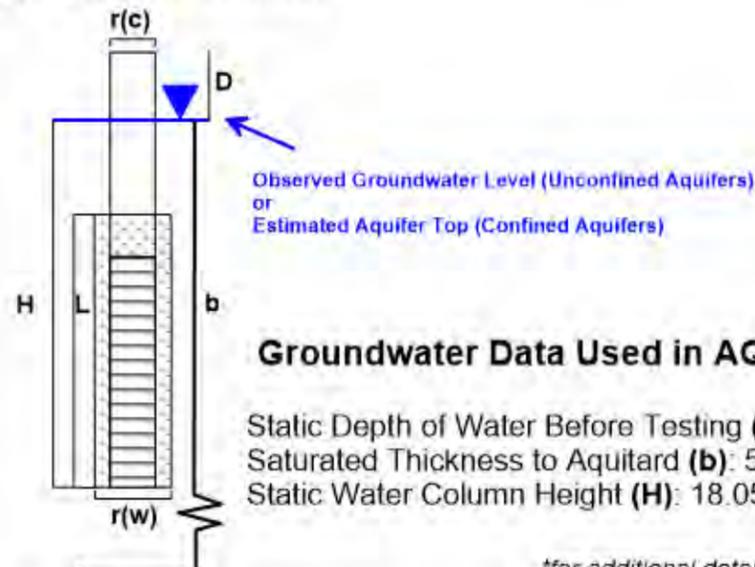
BORING PG-2 FALLING HEAD TEST



BORING PG-2 RISING HEAD TEST



Typical Piezometer Schematic:



Groundwater Data Used in AQTESOLV*:

Static Depth of Water Before Testing (**D**): 4.9 ft Screen and Sand Pack Length (**L**): 17.95 ft
 Saturated Thickness to Aquitard (**b**): 50 ft Casing Radius **r(c)**: 0.0842 ft
 Static Water Column Height (**H**): 18.05 ft Well / Boring Radius **r(w)**: 0.3333 ft

*for additional details of piezometer construction see Boring Log PG-2, Figure A-3

Reference:

Bouwer, H. and R.C. Rice, 1976. A slug test method for determining hydraulic conductivity of unconfined aquifers with completely or partially penetrating wells, *Water Resources Research*, vol. 12, no. 3, pp. 423-428.



Ray Williamson Pool
 Renovation
 8521 Madison Ave N
 Bainbridge Island, WA

**SLUG TEST RESULTS
 BORING PG-2**

Project No. 25-120

Figure No. 4

APPENDIX A

SUMMARY BORING LOGS

RELATIVE DENSITY / CONSISTENCY

SAND / GRAVEL			SILT / CLAY		
Density	SPT N-values	Approx. Relative Density (%)	Consistency	SPT N-values	Approx. Undrained Shear Strength (psf)
Very Loose	<4	<15	Very Soft	<2	<250
Loose	4 to 10	15 - 35	Soft	2 to 4	250 - 500
Med. Dense	10 to 30	35 - 65	Med. Stiff	4 to 8	500 - 1000
Dense	30 to 50	65 - 85	Stiff	8 to 15	1000 - 2000
Very Dense	>50	85 - 100	Very Stiff	15 to 30	2000 - 4000
			Hard	>30	>4000

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS		GROUP DESCRIPTIONS	
Gravel 50% or more of the coarse fraction retained on the #4 sieve. Use dual symbols (eg. GP-GM) for 5% to 12% fines.	GRAVEL (<5% fines)		GW: Well-graded GRAVEL
	GRAVEL (>12% fines)		GP: Poorly-graded GRAVEL
Sand 50% or more of the coarse fraction passing the #4 sieve. Use dual symbols (eg. SP-SM) for 5% to 12% fines.	SAND (<5% fines)		GM: Silty GRAVEL
			GC: Clayey GRAVEL
	SAND (>12% fines)		SW: Well-graded SAND
			SP: Poorly-graded SAND
Silt and Clay 50% or more passing #200 sieve	Liquid Limit < 50		SM: Silty SAND
			SC: Clayey SAND
			ML: SILT
	Liquid Limit > 50		CL: Lean CLAY
			OL: Organic SILT or CLAY
			MH: Elastic SILT
Highly Organic Soils			CH: Fat CLAY
			OH: Organic SILT or CLAY
			PT: PEAT

- Notes:**
- Soil exploration logs contain material descriptions based on visual observation and field tests using a system modified from the Uniform Soil Classification System (USCS). Where necessary laboratory tests have been conducted (as noted in the "Other Tests" column), unit descriptions may include a classification. Please refer to the discussions in the report text for a more complete description of the subsurface conditions.
 - The graphic symbols given above are not inclusive of all symbols that may appear on the borehole logs. Other symbols may be used where field observations indicated mixed soil constituents or dual constituent materials.

DESCRIPTIONS OF SOIL STRUCTURES

Layered: Units of material distinguished by color and/or composition from material units above and below	Fissured: Breaks along defined planes
Laminated: Layers of soil typically 0.05 to 1mm thick, max. 1 cm	Slickensided: Fracture planes that are polished or glossy
Lens: Layer of soil that pinches out laterally	Blocky: Angular soil lumps that resist breakdown
Interlayered: Alternating layers of differing soil material	Disrupted: Soil that is broken and mixed
Pocket: Erratic, discontinuous deposit of limited extent	Scattered: Less than one per foot
Homogeneous: Soil with uniform color and composition throughout	Numerous: More than one per foot
	BCN: Angle between bedding plane and a plane normal to core axis

COMPONENT DEFINITIONS

COMPONENT	SIZE / SIEVE RANGE	COMPONENT	SIZE / SIEVE RANGE
Boulder:	> 12 inches	Sand	
Cobbles:	3 to 12 inches	Coarse Sand:	#4 to #10 sieve (4.5 to 2.0 mm)
Gravel	3 to 3/4 inches	Medium Sand:	#10 to #40 sieve (2.0 to 0.42 mm)
		Fine Sand:	#40 to #200 sieve (0.42 to 0.074 mm)
Coarse Gravel:	3 to 3/4 inches	Silt	0.074 to 0.002 mm
Fine Gravel:	3/4 inches to #4 sieve	Clay	<0.002 mm

TEST SYMBOLS

for In Situ and Laboratory Tests listed in "Other Tests" column.

- ATT Atterberg Limit Test
- Comp Compaction Tests
- Con Consolidation
- DD Dry Density
- DS Direct Shear
- %F Fines Content
- GS Grain Size
- Perm Permeability
- PP Pocket Penetrometer
- R R-value
- SG Specific Gravity
- TV Torvane
- TXC Triaxial Compression
- UCC Unconfined Compression

SYMBOLS

Sample/In Situ test types and intervals

- 2-inch OD Split Spoon, SPT (140-lb. hammer, 30" drop)
- 3.25-inch OD Split Spoon (300-lb hammer, 30" drop)
- Non-standard penetration test (see boring log for details)
- Thin wall (Shelby) tube
- Grab
- Rock core
- Vane Shear

MONITORING WELL

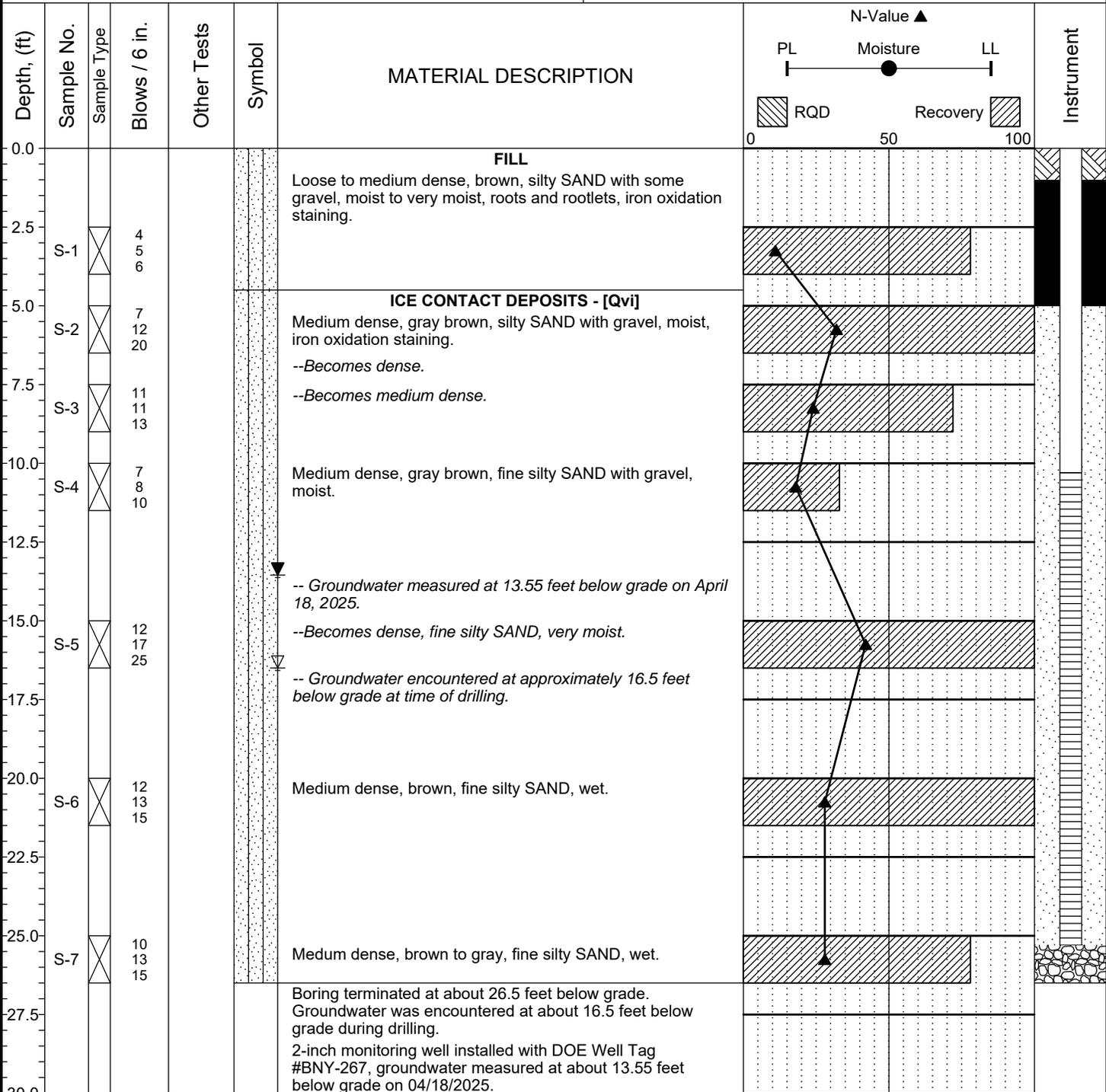
- Groundwater Level at time of drilling (ATD)
- Static Groundwater Level
- Cement / Concrete Seal
- Bentonite grout / seal
- Silica sand backfill
- Slotted tip
- Slough
- Bottom of Boring

MOISTURE CONTENT

Dry	Dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water

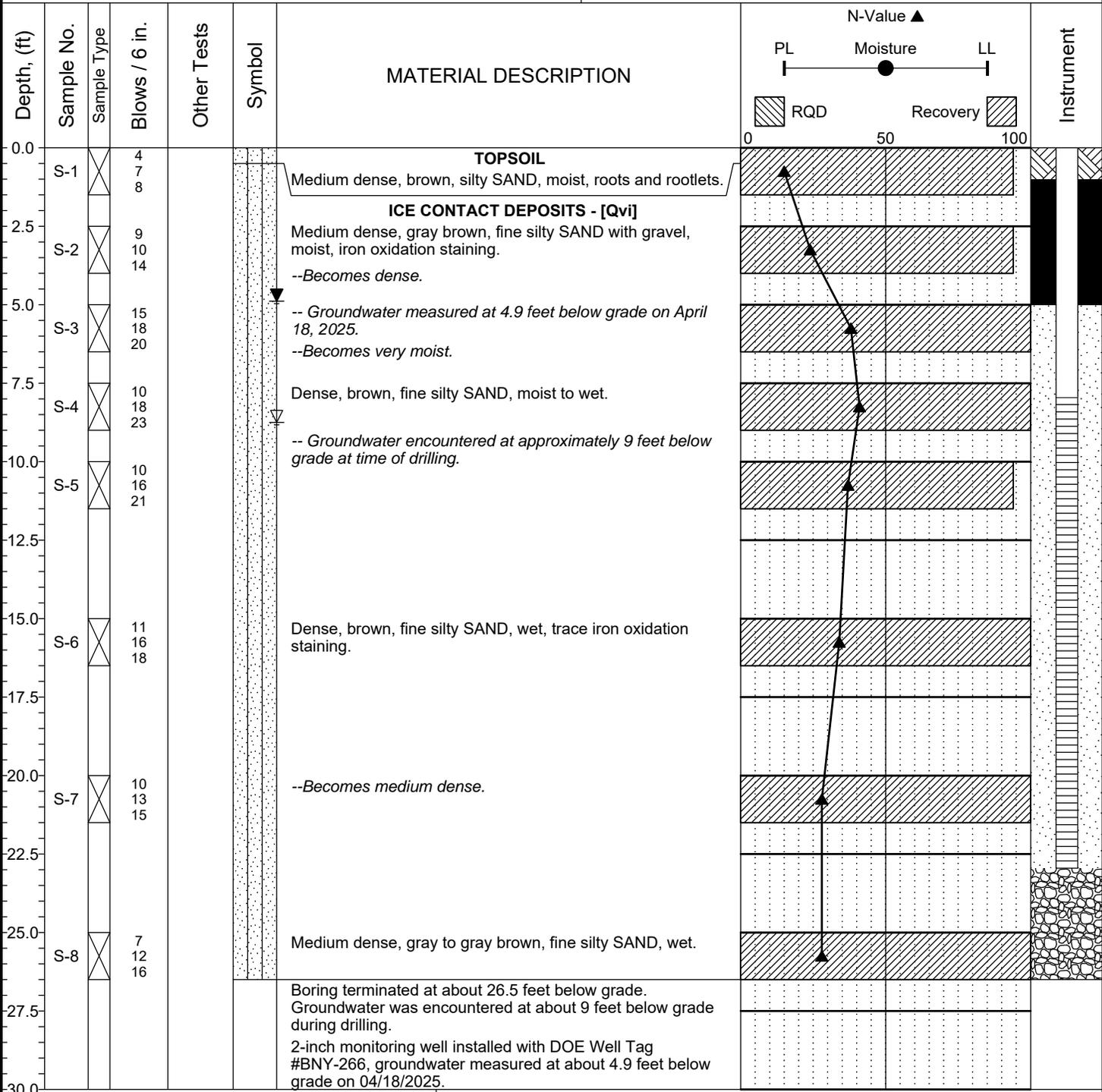
LOG KEY 08-118 LOG.GPJ_PANGEO.GDT 11/12/13

Project:	Ray Williamson Pool	Surface Elevation:	'245
Job Number:	25-120	Top of Casing Elev.:	N/A
Location:	8521 Madison Ave N, Bainbridge Island	Drilling Method:	RCT 60 track drill rig, hollow stem auger
Coordinates:	Northing: , Easting:	Sampling Method:	SPT



Completion Depth:	26.5ft	Remarks: Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with a rope and cathead mechanism. Coordinates and elevation are approximate and based on their relative location to known site features. This information is provided for relative information only and is not a substitution for field survey. Datum:WGS84/NAVD88
Date Borehole Started:	4/14/25	
Date Borehole Completed:	4/14/25	
Logged By:	R. Cooter	
Drilling Company:	Boretect1, Inc.	

Project:	Ray Williamson Pool	Surface Elevation:	~245
Job Number:	25-120	Top of Casing Elev.:	N/A
Location:	8521 Madison Ave N, Bainbridge Island	Drilling Method:	RCT 60 track drill rig, hollow stem auger
Coordinates:	Northing: , Easting:	Sampling Method:	SPT



Completion Depth:	26.5ft	Remarks: Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with a rope and cathead mechanism. Coordinates and elevation are approximate and based on their relative location to known site features. This information is provided for relative information only and is not a substitution for field survey. Datum: WGS84/NAVD88
Date Borehole Started:	4/14/25	
Date Borehole Completed:	4/14/25	
Logged By:	R. Cooter	
Drilling Company:	Boretect1, Inc.	

Bainbridge Island Metropolitan Park & Recreation District (BIMPRD)
7686 NE High School Road
Bainbridge Island, WA 98110

Project No.: 20223

BID FORM

In compliance with the contract documents, the following bid form is submitted:

	Description	Price
A.	BASE BID (without tax):	
B.	SUBTOTAL (without tax):	
C.	State Sales Tax @ _____ %	
D.	TOTAL BID (WITH TAX): (B + C)	
E.	BID ALTERNATES: (include all applicable taxes, tariffs, profits, and overhead) <u>Bid Alternate No. 1</u> West Side Exterior Waterproofing	

BIDDER: _____
(Print Business Name)

The Owner reserves the right to accept or reject any or all bids within sixty (60) days of the bid date.

The Owner shall have the right to reject any or all bids or any items of the bid and in particular to reject a bid not accompanied by any required bid security or data required by the bidding documents or bid in any way incomplete or irregular. Any or all bids may be rejected for good cause.

TIME FOR COMPLETION

Contract Time: the undersigned hereby agrees to Substantially Complete all the work under the Base Bid (and accepted Alternates) within **348** calendar days after the date of Notice-To-Proceed.

Final Completion: All the Work shall be fully and finally completed in accordance with the contract documents within **21** calendar days after the dates of Substantial Completion.

LIQUIDATED DAMAGES

The undersigned agrees to pay the Owner as liquidated damages the sum of **\$500** for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract invoice after taxes and retainage.

RECEIPT OF ADDENDA

Receipt of the following addenda is acknowledged:

Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____

1.01 BID

- A. The undersigned Bidder hereby certifies to have personally and carefully examined the Contract Documents issued for: **Ray Williamson Pool Renovation, Phase 2**
- B. The Bidder has examined the site where the Work is to be performed and the conditions affecting the Work;
- C. The undersigned Bidder declares that they have read and fully understands the Notice inviting bids and each and every other Contract Document referred to therein and agrees to all of the terms, conditions and provisions contained therein; that they have examined the site of the work and have made the investigations and formed the estimates as to all conditions and contingencies referred to in and required by the Contract Documents, and they propose and agree that if their bid as submitted in the Proposal be accepted, they will contract in the form provided to perform all of the work and in the manner required by the Contract Documents and to complete the same within the time stipulated; that they will accept in full payment therefor the prices named herein. Said prices are to include and cover the furnishing of all

- materials, the performing of all labor requisite or proper, supervision, overhead, profit, taxes (excluding State sales tax), and the providing of all necessary machinery, tools, appurtenances, equipment and other means required to fully complete this contract, except as otherwise specifically provided in the Specifications.
- D. Bidder further agrees that they will sign the contract in accordance with the Proposal as accepted and furnish the required bonds within ten (10) days from date of mailing of said notice of acceptance to them at their address as given below or within such additional time as may be allowed by the Owner, but in any event within twenty (20) days after said mailing; upon their failure or refusal to do so within said time, the certified or cashier's check or bidder's bond, accompanying their bid, and the money payable thereon, shall be forfeited to and become the property of the owner as liquidated damages (and not a penalty) for such failure or refusal, provided, that if said bidder shall execute the contract and furnish the required bonds within the time aforesaid, their certified or cashier's check, if furnished, shall be returned to them within three (3) days thereafter, and the bid bond, if furnished, shall become void.
 - E. Bidder agrees that their Proposal shall remain open and not withdrawn for a period of not less than sixty (60) days from the date of opening bids.
 - F. No extra will be allowed if an increase becomes necessary due to an error or omission of contractor or any subcontractor.
 - G. Written "Changes in Work" will be issued formalizing any authorized changes.
 - H. Owner will evaluate bids to determine the lowest Total Price offered by responsive, responsible bidder. The Owner reserves the right to reject a bid in the event it is determined that any price for any bid item is unreasonable, unbalanced, or otherwise not in the best interest of Owner. A contract will be awarded, if at all, based on the lowest Total Price of responsive, responsible bidder.
 - I. Owner reserves the right, but without obligation, to weigh the irregularities and informalities. The Owner further reserves the right to reject any portion of any bid, and/or to reject all bids. Construction shall be completed within contract days declared from the written notice to proceed. If not completed by such date, the Contractor shall be liable to the District for damages. The Contractor acknowledges and agrees to abide by all provisions of the General Conditions Article 3.07, Damages for Failure to Achieve Timely Completion.
 - J. Attached forms: Bidder's Bond or Certified/Cashier's Check.

1.02 DECLARATION

I DECLARE, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON, AS FOLLOWS:

- A. **BID**: I agree to perform the Work in compliance with the Bid Documents, for the prices stated in Section 00 41 00, Paragraph 1.01 of the Bid Form.
- B. **NON-DISCRIMINATION**: I agree to ensure equal opportunity for employment and to engage in Affirmative Efforts in the solicitation of women and minorities and WMBE firms for participation on this Contract in accordance with SMC Ch. 20.42 and RCW 35.22.650.
- C. **NON-COLLUSION**: I have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of a Bid to the Owner for consideration in the award of a contract on the improvement described in the Bid Documents.
- D. My bid takes into account the requirements imposed by Section 00 73 16, Article 1.09, which waives, with respect to the Owner only, the Contractor's immunity under RCW Title 51, (Industrial Insurance) of the Revised Code of Washington.
- E. I agree to comply with the requirements regarding subcontracting, and the purchase of supplies or materials from firms that are not debarred or otherwise disqualified from doing business with the City under the provisions of SMC Ch. 20.42 or SMC Ch. 20.70.
- F. Responsible Bidder Requirements: My bid acknowledges that I am in compliance with all of the responsible bidder requirements under RCW 39.04.350, including: having a certificate of registration under RCW 18.27 prior to bidding; a UBI number; industrial insurance coverage if required under Title 51 RCW; an employment security number under Title 50; and a state excise tax registration number under Title 82 and have received training on requirements related to public works and prevailing wage by Labor and Industries or approved training provider under RCW 39.04.350, and chapter 39.12 or are exempted by Labor and Industries. <https://secure.lni.wa.gov/verify>. I affirm I am not disqualified from bidding on any public works contract under RCW 39.06 or RCW 39.12.065(3) or on the System for Award Management, (sam.gov). I will provide proof of these requirements if requested.

Providing the following information is MANDATORY in order to meet “Responsible Bidder” requirements. Failure to provide this information may disqualify your bid as being “Non-Responsive”. If your business is not required to have one of the following numbers, provide an explanation.

GENERAL BUSINESS INFORMATION			
Business Name:			
Business Street Address:			
Business Mailing Address:			
Business Phone, general:		Business Fax:	
<i>If the above address is not in the State of Washington please fill in the following:</i>			
Washington State Office Address:			
State in which the Company is formed:			
<i>Please complete the following:</i>			
State of WA UBI No.:			
State of WA Contractor Registration No.:			
State Excise Tax Registration No.			
CONTACT INFORMATION			
Primary Contact for Award (Name and Title):			
Primary Contact Phone:		Email:	
Administration Contact (Name and Title):			
Administration Contact Phone:		Email:	
INSURANCE INFORMATION			
Name of Insurance Company:			
Name of Insurance Contact:			
Insurance Contact Phone:		Email:	

[cont'd on next page]

- Is the payment of Worker’s Comp (Industrial Insurance) Premiums current? If your business does not have a Worker’s Comp account with the WA State Dept of Labor & Industries, please explain why:
 - Yes
 - No (If no, you are not eligible to bid on this project)
 - No Account – Explain Why:

 - Are you disqualified from bidding on public works projects in the State of Washington?
 - Yes (If yes, you are not eligible to bid on this project)
 - No
-

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:	
Location or Place Executed (City, State):	Print Name and Title:
Date:	Signature:

End of Section

Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Add sheets as necessary for a complete list of subcontractors.

Division 00 43 00
Supplemental Bidder Responsibility Criteria

Low Responsible Bidder

It is the intent of the Owner to award a contract to the lowest responsive and responsible Bidder. In determining the Bidder's responsibility, the Owner shall consider an overall accounting of the items listed below. Potential Bidders may request the Owner modify the Bidder responsibility criteria. The request must be in writing and submitted at least 7 days prior to the bid opening.

The apparent low bidder shall submit the required information within **two (2)** business days of receiving request from Owner. This request may be made in the form of a telephone call or email message. The required information shall be provided on the referenced forms bound herein. Electronic copies may be made available upon request. Failure to submit such information to the satisfaction of the Owner within the time provided may render the Bidder as not responsible.

Required Information/Criteria

For the purposes of the Supplemental Bidder Responsibility evaluation process, the scope of this project generally involves: replacement of concrete pool deck, linear trench drains, pool tile, pool liner removal and replacement, storefront system replacement, pool filtration system, pool chemical treatment conversion to saline/chlorine, VGB drain system, structural repairs, accessibility upgrades, general domestic water piping and plumbing, exterior sidewalk and fencing work.

1. Experience of Contractor on Projects of Similar Size and Complexity

Contractor is required to have successfully completed at least 3 projects of similar type, size and complexity to this project, each with a contract amount of at least \$ 3,000,000, within the last 10 years.

List of Completed Projects (Use Form 1, Contractor Experience Detail)

Provide a list of all the construction contracts \$ 3,000,000 and above your firm has completed within the past 10 years, giving the name of the project; name, address, and phone numbers of Owner and architect representatives; final contract amount; date of completion; and percentage of the cost of the work performed with your firm's own forces. This information will be used for reference reviews.

2. Experience of Key Personnel

Experience of Project Manager (Use Form 2, Résumé of Key Personnel for Proposed Contract)

Submit resume and references for the proposed Project Manager. This person shall have managed, as lead project manager, a minimum of 3 projects of similar type, size and complexity to this project, and successfully completed those projects within the last 10 years.

Experience of Superintendent (Use Form 2, Résumé of Key Personnel for Proposed Contract)

Submit resume and references for the proposed project Superintendent. This person shall have performed as the lead Superintendent for a minimum of 3 projects of similar type, size and complexity to this project, and successfully completed those projects within the last 10 years.

3. Diverse Business Inclusion Plan (Not Required)

4. Apprenticeship (Not Required)

5. References from Owners and Architects for Previous Projects (Owner uses Form 5, Reference Evaluation Questionnaire)

The Owner may check references by contacting owners and architects of the bidder's previous projects regarding the bidder's performance and that of key staff. A reference score sheet will be utilized and the rating shall be satisfactory or better on a five-category scale with "satisfactory" at mid-scale.

Overall Scoring (Form 6, Responsibility Criteria Evaluation Score Sheet)

The Owner will use this form to complete and document the overall evaluation process.

Supplemental Bidder Responsibility
Form 1 - Contractor Experience Detail
Project: Ray Williamson Pool Renovations, Phase 2(BIMPRD)

Business Contact Information

Contractor Name:		Total years in Business:
Mailing Address:		
Business Phone:		Former business name(s) & Dates:
Contact Name and Title:		
Contact Phone:	Contact Email:	Reason for name change(s):

*List Projects Completed Within The Time Specified By Division 00, or Are In Progress									
* Project Name & Location:	Description Of Project:	Owner:	Architect:	Project Manager Name:	Original Contract Amount:	\$	Is this project relevant to proposed project?		
					Final Contract Amount:	\$	Yes <input type="checkbox"/> No <input type="checkbox"/>		
					Original Contract Days	<input type="text"/>			
					Time Extensions Granted Days	<input type="text"/>			
		Completion Date:	<input type="text"/>						
		1. Did this project require Apprenticeship Participation? Yes <input type="checkbox"/> No <input type="checkbox"/> (If NO, stop here). 2. If yes, what was the Apprenticeship %? <input type="text"/> % 3. What was the actual % achieved? <input type="text"/> % 4. Was the apprenticeship requirement met? Yes <input type="checkbox"/> No <input type="checkbox"/>							
		If NO to question 4 attach separate sheet to explain Why .							
	As Prime <input type="checkbox"/> Or Sub: <input type="checkbox"/>	Address:	Address:	Superintendent Name:					
		Phone:	Phone:						
		Email:	Email:						

Supplemental Bidder Responsibility
Form 2 - Resume of Key Personnel for Proposed Contract
Project: Ray Williamson Pool Renovations, Phase 2 (BIMPRD)

Name:	Role in this Contract:	Years Experience	
		Total	With Current Firm
Firm Name and Location (City and State):			
Training/Education/Specialization:			
Years of Experience in the Proposed Role:			

RELEVANT PROJECTS	
Project Title:	Year Completed
Project Owner:	
Brief Description (Brief scope, size, cost, etc.) and specific role:	Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm name
Reference Name & Contact Information:	
Project Owner:	Project Architect:
Name:	Name:
Phone:	Phone:
E-mail	E-mail:

RELEVANT PROJECTS	
Project Title:	Year Completed
Project Owner:	
Brief Description (Brief scope, size, cost, etc.) and specific role:	Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm name
Reference Name & Contact Information:	
Project Owner:	Project Architect:
Name:	Name:
Phone:	Phone:
E-mail	E-mail:

RELEVANT PROJECTS	
Project Title:	Year Completed
Project Owner:	
Brief Description (Brief scope, size, cost, etc.) and specific role:	Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name
Reference Name & Contact Information:	
Project Owner:	Project Architect:
Name:	Name:
Phone:	Phone:
E-mail	E-mail:

RELEVANT PROJECTS	
Project Title:	Year Completed
Project Owner:	
Brief Description (Brief scope, size, cost, etc.) and specific role:	Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name
Reference Name & Contact Information:	
Project Owner:	Project Architect:
Name:	Name:
Phone:	Phone:
E-mail	E-mail:

RELEVANT PROJECTS	
Project Title:	Year Completed
Project Owner:	
Brief Description (Brief scope, size, cost, etc.) and specific role:	Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name
Reference Name & Contact Information:	
Project Owner:	Project Architect:
Name:	Name:
Phone:	Phone:
E-mail	E-mail:

Supplemental Bidder Responsibility
Form 5 - Reference Evaluation Questionnaire
Project: Ray Williamson Pool Renovations, Phase 2 (BIMPRD)

Evaluated Firm :
Project Manager:
Superintendent:
Evaluated Project Name:

- Prime
 Subcontractor

Approx. Start Date	Approx. End Date	Approx. Final Project Cost

PERFORMANCE EVALUATION

Rating Criteria - Rate on a scale of 1 to 5

- **5 = Superior** based on performance (would hire this firm/individual again)
- **4 = More than Satisfactory**
- **3 = Satisfactory** based on performance (would hire this firm/individual again)
- **2 = Less than Satisfactory**
- **1= Totally Unsatisfactory** based on performance (would never hire the firm/individual again)

	Criteria	Rating		
		Company	PM	Super
1	Ability to meet client's expectations			
2	Quality of workmanship			
3	Ability to manage project costs and minimize change orders			
4	Ability to maintain project schedule			
5	Ability to manage subcontractors			
6	Professionalism, leadership and communication in issues management (RFI, shop drawing submittal, timely resolution of issues/questions)			
7	Ability to follow the owner's rules, regulations, and requirements (housekeeping, safety, etc.)			
8	Ability to manage closeout process (Prompt submittal of punch list, warranty, as-builts, operation manuals, tax clearances, etc.)			
9	Comfort level in hiring firm or individual again based on performance			
	Total Score			
	Average Score			

Evaluator Information	
Name of Evaluator:	Title:
Firm/Company Name:	
Firm Address:	
Phone:	Email:

Form 6 – Supplemental Responsibility Criteria Evaluation Score Sheet

Project Title	Ray Williamson Pool Renovation, Phase 2
Project Number	
Project Manager	David Harry, Michael Omans
Project Location	8521 Madison Ave., N. Bainbridge Island, WA 98110
Project Owner	Bainbridge Island Metro Parks and Recreation Department

1. Experience of Contractor - On projects of similar size & complexity (Form 1)	Pass or Fail
--	--------------

2. Experience of Key Personnel (Form 2)	
Superintendent	Pass or Fail
Project Manager	Pass or Fail
Other(s) if specified in Division 00	Pass or Fail

3. Diverse Business Inclusion Plan (Form 3) <i>(Applies only to projects with Diverse Business Plan Inclusion requirements; i.e. MACC over \$1M)</i>	Pass, Fail, or N/A
---	--------------------

4. Contractor Compliance with Apprenticeship Requirements - Requirements were met or if not, a good faith effort was demonstrated (Forms 1 & 4) <i>Applies only to projects with apprenticeship participation requirements; i.e. MACC over \$1M</i>	Not Scored
--	------------

5. References from Previous Projects (Form 5) Evaluate contractor's references information and using the rating numbers: 1 = NOT Satisfactory (requires a written comment below) 2 = Less THAN Satisfactory 3 = Satisfactory 4 = More THAN Satisfactory 5 = Superior	Rating Score 1-5 (3 is Satisfactory)
Company	
Project Manager	
Superintendent	
Total Score:	
Average score (divide total score by number of ratings)	

In determining the bidder responsibility, an overall accounting of the ratings shall be made. A score of "Pass" is required for categories 1 - 4 and an average score of 3.0 or higher is required to meet the minimum Supplemental Bidder Responsibility requirements.

Comments _____

Determination Responsible Not Responsible (Preliminary Determination)

Evaluated by _____ Date _____
BIMPRD PM (Typed or Printed Name)

Signature

1.01 GENERAL

A. The authorized Bid Form must be submitted to:

1. Physical address:

Bainbridge Island Metro Park & Recreation District
Lande Administration Building, Administration Office
7686 NE High School Road
Bainbridge Island, WA 98110

2. Mailing address:

Bainbridge Island Metro Park & Recreation District
Lande Administration Building, Administration Office
7686 NE High School Road
Bainbridge Island, WA 98110

B. The authorized Bid Form must be submitted by 2:00 PM, Wednesday, March 04, the date designated for receipt of Bids in the Bid Documents.

C. If sending by courier (UPS, FedEx, etc.) the physical street address must be used. If mailing by regular US mail, the physical street address must be used. Bidders are responsible for ensuring that the proper zip code is used. Bainbridge Island Metro Park & Recreation District will not be responsible for a late bid.

1.02 BID (SECTION 00 41 00)

A. Have you enclosed with your Bid the Bid Guaranty for not less than 5% of the maximum Bid amount that could be awarded including retail sales tax?

B. Have you Bid on all items including Additives, Alternates, and Deductives (when indicated)?

1.03 DECLARATION (SECTION 00 41 00)

A. Have you provided all information requested?

B. Has the official authorized to represent the Bidder signed the Declaration?

C. Have you acknowledged all Addenda?

1.04 COMPLIANCE

A. All of the above items in Articles 1.01 through 1.04 must be completed or your bid may be declared non-responsive.

1.06 BIDDER/SUBCONTRACTOR LIST (ATTACHMENT B TO SECTION 00 41 00 – BID FORM)

A. Within two hours after Bid Opening, submit a Bidder/Subcontractor list indicating:

1. Trade
2. Name of the subcontractor

3. Subcontractor UBI#
 4. Category of work
 5. Whether the bidder will self-perform the work
 6. N/A – if this project does not include this work.
- B. Failure to complete, sign, and submit the Bidder/Subcontractor list within two hours after Bid opening will result in the bid being declared non-responsive.

1.07 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS

- A. The Supplemental Bidder Responsibility Criteria Form and any additional documentation shall be submitted to PC within three (3) Business Days of receipt of request. See Section 00 21 13, Paragraph 4.2.5.
- B. Failure to complete, sign, and submit the above may result in the Bidder being declared not responsible.

END OF SECTION

BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT

AGREEMENT FOR CONSTRUCTION SERVICES

This agreement is entered into the date below written between the BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT, a Washington special purpose district (the “District”), and _____, referred to _____ as “Contractor” for the project **RAY WILLIAMSON POOL IMPROVEMENTS, PHASE 2**

1) Services Rendered by Contractor: Contractor shall provide the professional services as defined in this Agreement and as necessary to accomplish the Scope of the Services. Contractor shall furnish all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this agreement.

2) Terms of Payment:

A) Payment. The District shall pay Contractor for cost reimbursable services: (check one)

Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of _____;

Fixed Sum: a total amount of \$ _____ (see attachment A)

Other: _____.

B) Invoicing. Contractor shall submit monthly invoices for services performed in a previous calendar month in a format acceptable to the District. Each project and each task with a project shall be the subject of a separate invoice. Contractor shall maintain time and expense records according to industry standards and provide them to the District upon request.

C) Payments to Contractor. All invoices shall be paid by mailing a check within 60 days of receipt of a proper invoice and W-9 form. Checks will be mailed to address indicated on W-9 submitted by Contractor.

D) Final Payment. Final payment of any balances will be made upon completion of the Scope of Service (See Attachment A) and receipt of all deliverables and all project- related documents and data that are required under this Agreement.

E) Satisfaction of Scope of Services. If the services rendered do not meet the requirements of this Agreement, Contractor shall timely correct or modify the work to comply with this Agreement. The District may withhold payment for such work until it meets the requirements of the Agreement. Satisfaction of services will be the degree of skill and diligence normally employed by professional engineers and consultants performing the same or similar services.

3) Discrimination and Compliance with Laws:

A) Contractor agrees not to discriminate against any employee or any other person in the performance of the Agreement because of race, creed, color, national origin, marital status, sex,

age, veteran's status, disability or other circumstances prohibited under federal state or local laws, except for a bona fide occupational qualification.

B) *Contractor* shall comply with all federal, state and local laws and ordinances applicable to the work to be done under the Agreement. Violation of Paragraph 3 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of the District.

4) Term and Termination of Agreement:

A) This Agreement shall become effective upon execution by both parties and shall continue in full force until _____ unless sooner terminated by either party pursuant to Section 4(B) below.

B) This Agreement may be terminated by either party without cause upon 30-days written notice, in which event all finished or unfinished documents, reports, data or other material or work of pursuant to this Agreement shall be submitted to the District, and *Contractor* shall be entitled to just equitable compensation at the rate set forth in Paragraph 2 for any satisfactory work completed prior to the date of termination.

5) Intellectual Property:

A) Any and all intellectual property developed in the course of the Scope of Services is a direct result of the Agreement whose rights are controlled by the District.

B) Ownership of intellectual property developed solely as a result of the Agreement is owned by the District, this pertains to any digitized material, technical data, software, reports and permits.

6) General Administration:

A) District Authorization and its Designee. The Director of the District, or his designee, shall be the District's representative and shall oversee and approve all services to be performed, coordinate all communications and review and approve all invoices under this Agreement.

B) Independent Contractor. Contractor's relationship with District is that of an independent contractor. Contractor is free to engage in other independent contracting activities, provided that such activities do not conflict with or interfere with Contractor's duties hereunder. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed. Contractor is in business for itself and is not economically dependent on District. Nothing in this Agreement, or in the business dealings or relationship between the parties, shall be construed to create the relationship of employee and employer, partners or joint ventures. Contractor warrants to District that it will pay all applicable taxes and withholdings, and will make all filings with governmental entities, as required as a result of execution of this Agreement and compensation received by it hereunder. Contractor agrees to defend, indemnify and hold District harmless from and against any and all claims, actions, penalties, fees, assessments, liabilities and expenses (including reasonable attorney fees) arising out of or relating in way whatsoever to Contractor's breach of the warranty in this Section 6.B

C) Lower Tier Subcontracts. *Contractor* shall not sublet or assign any of the work covered by the Agreement, except with the prior written approval of the District and in strict compliance with

- the terms, provisions, and conditions of the Agreement. *Contractor* will bind all Lower Tier Subconsultants to the Provisions of this Agreement.
- D) No Additional Relationship or Burden Implied. Neither this Agreement nor any Lower Tier subcontract will create any contractual relationship between any Lower Tier Subconsultant and the District nor any liability onto the District from any Lower Tier Subconsultant.
- E) Access to and Retention of Records. Contractor will maintain project and accounting records for required six (6) year WA State retention period in accordance with RCW 40.14.070, and make them available for examination by the District upon request. Records will also be made available to the District to fulfill any public record request received by the District. (See Section 9: Public Records Act). If Contractor does not want to retain the project and accounting records for the six (6) year length of time stipulated in the WA State Retention Schedule, Contractor will turn the records over to the District who will assume responsibility for retaining them for the required length of time.
- F) Notice of Delay. The time schedule for the performance of services set forth under this Agreement is based on *Contractor's* anticipation of the orderly and continuous progress of the project. If *Contractor* is delayed in the performance of services by conditions that are beyond its control, *Contractor* shall notify the District in writing of the cause of the delay and the amount of the delay anticipated. Such notice shall be delivered to the District within five (5) days of the time *Contractor* is aware of the delay.
- G) Permits, Licenses and Fees: *Owner* will obtain and pay for all permits and licenses required by law that are associated with *Contractor's* performance of the Scope of Services and will give all necessary notices.
- H) The GENERAL CONDITIONS FOR BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT PUBLIC WORKS PROJECTS ("General Conditions") are incorporated herein by this reference as if fully set forth herein. If there is a conflict between this Agreement and the General Conditions, the General Conditions control.
- 7) Insurance: *Contractor* will maintain throughout this Agreement the following insurance and will submit certificates verifying such to the District:
- A) Worker's compensation insurance as required by Washington State.
- B) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and damages to property of others arising from the use of motor vehicles, including onsite and offsite operations, and owned, or non-owned or hired vehicles, with \$2,000,000 combined single limits.
- C) Comprehensive general liability insurance covering claims for injuries arising out of claims for injuries arising out of any negligent act or omission of *Contractor* or of any of its employees, agents, or subcontractors with \$2,000,000 per occurrence/\$4,000,000 aggregate.

- D) All insurance certificates will state that the insurance carrier will give the District thirty (30) days' notice of any cancelation of the policies. Excepting the Worker's Compensation Insurance secured by the *Contractor*, the District will be named on all policies as an additional insured. The *Contractor* shall furnish the District with verification of insurance and endorsements required by the agreement. The District reserves the right to require complete, certified copies of all required insurance policies at any time.

8) Hold Harmless:

The Contractor shall protect, defend, indemnify and save harmless District, its officers, employees and agents from any and all costs, claims, judgments, awards of damages, and expenses (including reasonable attorney fees) arising out of or in any way resulting from (i) the negligent acts or omissions, or intentional misconduct, of Contractor, its officers, employees and agents in performing this Agreement and/or (ii) material breach of this Agreement by Contractor.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The District shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments and awards of damages, and expenses (including reasonable attorney fees) arising out of or in any way resulting from (i) the grossly negligent acts or omissions, or intentional misconduct, of the District, its officers, employees or agents in performing this Agreement and/or (ii) material breach of this Agreement by the District. The provisions of this Section 8 shall survive the expiration or termination of this Agreement.

9) Public Records Act

A) This Agreement and all public records associated with this Agreement shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the Park District to respond to a request under the Act, as determined by the Park District, the Contractor agrees to make them promptly available to the Park District.

B) If the Contractor considers any portion of any record provided to the Park District under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the Park District receives a request under the Act to inspect or copy the information so identified by the Contractor and the Park District determines that release of the information is required by the Act or otherwise appropriate, the Park District's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely

obtain a court order enjoining disclosure, the Park District will release the requested information on the date specified.

- C) The Park District has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The Park District shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The Park District shall not be liable to the Contractor for any records that the Park District releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

10) General Provisions:

- A) **Waivers.** No waiver by either party of any default by the other party in the performance of any provision of this Agreement will operate as, or be construed as, a waiver of any future default, whether like or different in character.
- B) **Force Majure.** Neither party to this Agreement will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental catastrophe, or any other cause beyond the reasonable control or contemplation of either party.
- C) **Authorization to Proceed.** Execution of the Agreement by the District will be authorization for *Contractor* to proceed with the Scope of Services, unless otherwise provided for in this Agreement.
- D) **No Third- Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than *Contractor* and the District and has no third-party beneficiaries.
- E) **Dispute Resolution.** In the event of a dispute between the parties arising under or relating in any way whatsoever to this Agreement, the parties shall attempt to resolve it through good faith negotiation. If the dispute is not resolved through such negotiation, the parties shall attempt to resolve it through mediation in Kitsap County, Washington, with a neutral, third-party mediator mutually agreed upon by the parties, with the costs of mediation shared equally by the parties. If the dispute is not resolved through mediation, then upon written demand by one of the parties it shall be referred to an arbitrator mutually agreed upon by the parties. The arbitration process shall be conducted in accordance with RCW 7.04A, except as modified herein. The arbitration hearing shall be held in Kitsap County, Washington. All remedies, legal and equitable, available in court shall also be available in arbitration. The arbitrator's decision shall be final and binding, and judgment may be entered thereon in any court of competent jurisdiction. In any dispute arising out of this Agreement, including arbitration, the substantially prevailing party shall be entitled to recover its reasonable attorney fees and costs from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflict of law principles thereof. Venue of any dispute shall lie exclusively in Kitsap County.

- F) Contractor may not assign its rights or obligations arising under this Agreement without the prior written consent of District.

- G) If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement are severable, and the unenforceability of any single provision herein shall not affect the remaining provisions of this Agreement.

- H) Those provisions of this Agreement that have or could have effect after termination of this Agreement, which include, without limitation, dispute resolution and indemnification provisions, shall survive termination of this Agreement and be fully applicable and enforceable thereafter.

- I) This Agreement represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties. This Agreement may be executed in counterparts, and facsimile and pdf signatures shall be deemed the equivalent of original signatures for all purposes.

11) Attachments and Schedules:

The following attachments and schedules are hereby made a part of this Agreement:

Attachment A – Complete Bid Package & Bid Submitted

Accepted for the Bainbridge Island Metropolitan Park and Recreation District

BY: _____

Title: _____

Date: _____

Accepted for *CONTRACTOR*

BY: _____

Title: _____

Date: _____

SEPARATE DOCUMENTS

Ray Williamson Pool Improvements - Phase 2 Contract Documents

PART 1 – GENERAL

1.01 SAMPLE FORMS

- A. A sample copy of each of the following forms is included in this Section.
- B. The number indicated after the title of each form refers to the subsection of the Project Manual where requirements relating to the form are located.
- C. The following forms are included in this Section 00 60 00:
 - 1. Bidder’s Bond
 - 2. Faithful Payment And Performance Bond
 - 3. Retainage Bond Form
 - 4. Certification of Compliance with Wage Payment Statutes
 - 5. Subcontractor List Form (Refer to Section 00 41 00)
 - 6. Substitution Request Form (Refer to Section 01 25 00)
 - 7. Request For Information (RFI)
 - 8. Bainbridge Island Metro Parks and Recreation Department, Contractor and Vendor Criminal Background/ Special Access Authorization”

PART 2 – PRODUCTS – Not used.

PART 3 – EXECUTION – Not used.

BIDDER'S BOND

(Not necessary when certified or cashier's check accompanies bid)

We, the undersigned principal and surety, and our heirs, executors, administrators, successors and assigns, are jointly and severally held and firmly bound to the Bainbridge Island Metropolitan Park and Recreation District of Bainbridge Island, Washington, a municipal corporation ["DISTRICT"], in the principal sum of _____ (\$ _____), to be paid and forfeited to the District if the bid of the undersigned principal for _____ under the project entitled _____ shall be accepted and the proposed Contract awarded to said principal, and said principal shall fail or refuse to execute the Agreement in accordance with said bid as accepted and to furnish the bonds required in connection therewith within the time and form required. Otherwise, this obligation to be void.

WITNESS our hands this _____ day of _____ 2025.

Principal
By:

Title

Surety

SEAL
By:

Attorney-in-Fact

A notarial certificate of attorney-in-fact and seal of surety must be attached. If executed by an attorney-in-fact, proof of current authority must be attached.

FAITHFUL PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT

That we, _____, as Principal, and _____, as Surety, are held and firmly bound to the Bainbridge Island Metropolitan Park and Recreation District of Bainbridge Island, Washington, a municipal corporation ["DISTRICT"] in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed contract, with the DISTRICT

_____ and to which reference is hereby made for all particulars, and is required by DISTRICT to give this bond in connection with the execution of said contract;

NOW THEREFORE, if said Principal as Contractor under said contract fails to perform all of the covenants, terms, conditions and stipulations of said contract on his or its part to be done and performed at the times and in the manner specified therein, or if said Principal shall fail to pay all of his subcontractors, suppliers, material men, and laborers on said work, or if all materials used and workmanship employed in the performance of the contract shall not be free from defects, or if any defects should appear therein with a period of one year from the date of acceptance by DISTRICT of the work under the contract and the said Principal and Contractor shall fail to repair, replace and correct such defects at his or its own expense and to the satisfaction of the Owner within thirty (30) days after notice thereof by DISTRICT, said Principal and Surety will pay the DISTRICT the amount of all its loss, cost, expense, damages and liability on account of any and all of the foregoing, not exceeding, however, the sum set forth above, and in case suit is brought upon this bond said Surety shall also pay a reasonable attorney's fee to be fixed by the court.

The Said Principal and Surety agree that any change, extension of time, alterations or additions to said contract or work or materials required thereunder shall not in any manner release either the Principal or the Surety from the obligations of this bond; and said Surety hereby waives notice of any such change, extension of time, alteration or additions to said contact or performance required thereunder.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this _____ day of _____ 2025.

Surety

By: _____
Its _____

Principal

By: _____
Its _____

RETAINAGE BOND

KNOW ALL PERSONS BY THESE PRESENT

That we, _____, as Principal, and _____, as Surety, are jointly and severally held and firmly bound to the Bainbridge Island Metropolitan Park and Recreation District, Washington, a municipal corporation ["DISTRICT"] and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28 as their heirs, executors, administrators, successors and assigns, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, plus 5% of any increase in the contract amount that have occurred or may occur due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, on the _____ day of _____, 2025, the said Principal executed Contract No. _____, with the DISTRICT for _____.

WHEREAS, said contract and RCW 60.28 requires the DISTRICT to withhold from the Principal the sum of 5% of monies earned by the Contractor on estimates during the progress of construction, hereinafter referred to as earned retained funds.

AND NOW WHEREAS, Principal has requested that the DISTRICT not retain any future earned retained funds and that they release all of a portion of the current amount of earned retained funds as allowed under RCW 60.28.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall use the earned retained funds which will not be retained or shall use such funds which are now being released, for the trust fund purposes of RCW 60.28, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 2025.

Surety

By: _____
Its _____

Principal

By: _____
Its _____

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date _____, 2026 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 declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State or country

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal 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, proposal must be executed by a partner.*

**BAINBRIDGE ISLAND METRO PARK AND RECREATION DEPARTMENT
CONTRACTOR AND VENDOR
CRIMINAL BACKGROUND/SPECIAL ACCESS AUTHORIZATION**

Please provide the following information below (print clearly):

_____ Company Name		_____ Position Applied For	
_____ First Name	_____ Middle Name	_____ Last Name	
_____ Alias and/or Maiden Name		_____ Date of Birth / /	_____ Age
_____ Current Address (No PO Box)		_____ City	_____ State
_____ Social Security #		_____ Driver's License #	_____ State
		M / F / Other (circle one)	
_____ Race	_____ Height	_____ Weight	_____ City/State of Birth
Are you currently on probation? Yes / No If Yes, please explain: _____			

As part of the working on a contract or temporary assignment with Bainbridge Island Metro Park and Recreation, I, _____, authorize release and full disclosure of any and all records pertaining to me to any duly authorized agent of Bainbridge Island Metro Park and Recreation, whether such records are public, private, or confidential that may contain criminal history information.

I understand that any information obtained by or developed as a result of this authorization will be considered in determining my suitability to work at the Bainbridge Island Aquatics Center. I certify, understand, and agree that the information I have provided contains no willful misrepresentation and that withholding pertinent information or falsifying information provided will be grounds for non-consideration.

Signature of Applicant

Date

This Area Reserved for Safety Office and Personnel

Name of Who Conducted Criminal Background (PRINT)

Date

_____ Approved for Consideration

_____ Denied Consideration

Project Manager

Applicant/Company's Direct Report (name & dept.)

PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

- A. "Application for Payment" means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. "Architect," "Engineer," or "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in part 8.
- E. "Contract Award Amount" is the sum of the Base Bid.
- F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed Form of Proposal, General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. "Day(s)" unless otherwise specified shall mean calendar day(s).
- K. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- L. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.

- M. "Final Completion" means that the Work is fully and finally completed in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.
- N. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.
- O. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- P. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- Q. "Owner" means the Bainbridge Island Metro Park & Recreation District or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- R. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- S. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.
- T. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in section 3.02.
- U. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principle category of Work, in such detail as requested by Owner.
- X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.

- AA. "Substantial Completion" means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in section 6.07.
- BB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

- A. Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order.
1. Signed Public Works Contract, including any Change Orders.
 2. Supplemental Conditions.
 3. Modifications to the General Conditions.
 4. General Conditions.
 5. Specifications--provisions in Division 1 shall take precedence over provisions of any other Division.
 6. Drawings--in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
 7. Signed and Completed Bid Form.
 8. Instructions to Bidders.
 9. Advertisement for Bids.

1.03 EXECUTION AND INTENT

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

PART 2 - INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

- A. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.
- B. No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The District shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$4,000,000 general aggregate and a \$4,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the District. Any Insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the District, the Contractor shall provide evidence of such insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

- A. Payment and performance bonds for 100% of the Contract Award Amount, plus state sales tax, shall be furnished for the Work, using the Payment Bond and Performance Bond form published and available from the American Institute of Architects (AIA) – form A312. Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by 15% or more, the Contractor shall provide either new payment and performance bonds for the revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by 15% or more. No payment or performance bond is required if the Contract Sum is \$150,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain a percentage of the Contract Sum for the period as allowed by RCW 39.08.010.

2.05 ALTERNATIVE SECURITY

- A. Contractor shall promptly furnish payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:
1. Owner has a reasonable objection to the surety; or
 2. Any surety fails to furnish reports on its financial condition if requested by Owner.

2.06 BUILDER'S RISK

- A. Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
- B. Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.

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

PART 3 - TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

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

3.02 CONSTRUCTION SCHEDULE

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

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

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 days, or for such longer period as mutually agreed.
- B. Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
 - 1. Cancel the written notice suspending the Work; or
 - 2. Terminate the Work covered by the notice as provided in the termination provisions of part 9.
- C. If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

- A. Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
 - 1. Acts of God or the public enemy;
 - 2. Acts or omissions of any government entity;
 - 3. Fire or any other casualty for which Contractor is not responsible;

4. Quarantine or epidemic;
 5. Strike or defensive lockout; 6
 6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to sections 7.02 and 7.03.
- D. Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

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

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

- A. Liquidated Damages
1. Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the

Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Therefore, liquidated damages will be set at \$500 per day. Consequently, provisions for liquidated damages are included in the Contract Documents.

2. The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.
3. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

PART 4 - SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

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

4.02 PROJECT RECORD

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

4.03 SHOP DRAWINGS

- A. "Shop Drawings" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.
- B. Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

- C. Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. Unless otherwise provided in Division I, Contractor shall submit to A/E for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by A/E and 2 sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

- A. Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.

- C. Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Sections 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 - PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonable deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.
- C. Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons.

Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.

- E. Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- F. Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors', employees, if they are in violation of this act.

5.02 PERMITS, FEES, AND NOTICES

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

5.03 PATENTS AND ROYALTIES

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

5.04 PREVAILING WAGES

- A. Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the

Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

- B. Before payment is made by Owner to Contractor for any work performed by Contractor and subcontractors whose work is included in the application for payment, Contractor shall submit, or shall have previously submitted to Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor & Industries, certifying the rate of hourly wages paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and its subcontractors. Such rates of hourly wages shall not be less than the prevailing wage rate for job site, Bainbridge Island, Kitsap County, Washington.
- C. Prior to release of retainage, Contractor shall submit to Owner an Affidavit of Wages Paid, approved by the Department of Labor & Industries, for Contractor and every subcontractor, or any tier, that performed work on the Project.
- D. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- E. Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- F. In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.
- G. Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested.

5.05 HOURS OF LABOR

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

employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

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

5.07 SAFETY PRECAUTIONS

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- B. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them

- from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. The requirements of chapter 296-62 WAC, General Occupational Health Standards;
 - b. Any operations in their work area where hazardous chemicals are present; and
 - c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. The physical and health hazards of the chemicals in the work area;
 - c. The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
1. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances", in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 days on the Project site.
 2. Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply

with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.

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

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon completion of the Work.
- C. Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.

- F. Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

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

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefor as provided in part 7.

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

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

5.12 LAYOUT OF WORK

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

5.13 MATERIAL AND EQUIPMENT

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

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

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

5.15 TESTS AND INSPECTION

- A. Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
 - 1. Constitute or imply acceptance;
 - 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 - 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

- A. If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be

- uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes a request therefor as provided in part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
 - D. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.
 - E. Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
 - F. If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
 - G. Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
 - H. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in paragraph 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
 - I. If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

- A. Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

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

5.19 OTHER CONTRACTS

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

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. The Contractor shall include the language of this paragraph in each of its first tier subcontract, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
 1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 4. A Washington Employment Security Department number, as required in Title 50 RCW;
 5. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 6. An electrical contractor license, if required by Chapter 19.28 RCW;
 7. An elevator contractor license, if required by Chapter 70.87 RCW.
 8. Not be disqualified from bidding any public works contract under RCW 39.06.010 or 39.12.065(3).
 9. On a project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or

outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner's first advertisement of the project.

- B. Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.
- C. All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- D. Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
 - 1. The assignment is effective only after termination by Owner for cause pursuant to section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 - 2. After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
 - 3. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

- A. In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed, by Contractor.
- B. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice;
 2. Require all warranties to be executed, in writing, for the benefit of Owner;
 3. Enforce all warranties for the benefit of Owner, if directed by Owner; and
 4. Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranty should they extend beyond the period specified in the Contract Documents.
- C. The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION

- A. Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
1. The sole negligence of Contractor or any of its Subcontractors;
 2. The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and
 3. The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.
- B. In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with RCW Title 51.

PART 6 - PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

- A. Owner shall pay Contractor the Contract Sum for performance of the Work, in accordance with the Contract Documents.

6.02 SCHEDULE OF VALUES

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

6.03 APPLICATION FOR PAYMENT

- A. At monthly intervals at least thirty days before the 10th or 25th day of each month, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.010, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in section 1.03 are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
 - 1. The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;
 - 2. The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
 - 3. Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);
 - 4. Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
 - 5. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
 - 6. Owner shall at all times have the right of access in company of Contractor;
 - 7. Contractor and its surety assume total responsibility for the stored materials; and
 - 8. Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. Owner shall make progress payments on the 10th or 25th of each calendar month, in the manner and within the time provided in the Contract Documents, in such amounts as Owner determines are properly due, after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with RCW 39.76 if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Owner shall retain 5% of the amount of each progress payment until 45 days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance

with RCW 60.28, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.

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

6.05 PAYMENTS WITHHELD

- A. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
 - 1. Work not in accordance with the Contract Documents;
 - 2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 - 3. Work by Owner to correct defective Work or complete the Work in accordance with section 5.16;
 - 4. Failure to perform in accordance with the Contract Documents; or
 - 5. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with RCW 39.76.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

- A. RCW chapters 39.08 and 60.28, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.07 SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the facilities (or the portion thereof designate and approved by Owner) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal

vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

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

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.
- B. Final Acceptance is the formal action of Owner acknowledging Final Completion. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the Public Works Bond, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in part 8.

PART 7 - CHANGES

7.01 CHANGE IN THE WORK

- A. Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. If Owner desires to order a change in the Work, it may request a written Change Order proposal from Contractor. Contractor shall submit a Change Order proposal within 14 days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- E. If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in part 8.
- F. Owner may direct Contractor to proceed with a change in the Work through a written Field Authorization (also referred to as a Field Order) when the time required to price and execute a Change Order would impact the Project.
 1. The Field Authorization shall describe and include the following:
 - a. The scope of work.
 - b. An agreed upon maximum not-to-exceed amount.
 - c. Any estimated change to the Contract Time.

- d. The method of final cost determination in accordance with the requirements of Part 7 of the General Conditions.
- e. The supporting cost data to be submitted in accordance with the requirements of Part 7 of the General Conditions.
- f. Upon satisfactory submittal by Contractor and approval by Owner of supporting cost data, a Change Order will be executed. Owner will not make payment to Contractor for Field Authorization work until that work has been incorporated into an executed Change Order.

7.02 CHANGE IN THE CONTRACT SUM

A. General Application

1. The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order proposal.
2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - a. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.
 - b. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall constitute a waiver of Contractor's right to an equitable adjustment.
 - c. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide

- entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall constitute a waiver of Contractor's right to an equitable adjustment.
- d. Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - e. Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
3. The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
 - a. On the basis of a fixed price as determined in paragraph 7.02B.
 - b. By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - c. On the basis of time and material as determined in paragraph 7.02D.
 4. When Owner has requested Contractor to submit a Change Order proposal, Owner may direct Contractor as to which method in subparagraph 3. above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.
- B. Change Order Pricing -- Fixed Price
1. When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:
 - a. Contractor's Change Order proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
 - b. All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
 - c. If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
 - d. The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.
 - e. If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
 - f. If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for

equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:

- 1) lump sum labor;
 - 2) lump sum material;
 - 3) lump sum equipment usage;
 - 4) overhead and profit as set forth below; and
 - 5) insurance and bond costs as set forth below.
2. Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
- a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
 - 1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages." Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
 - 2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
 - 3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - 4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
 - 5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% of the sum of the amounts calculated in (1), (2), and (3) above.
 - a. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.
 - b. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:
 - 1) Associated General Contractors - Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement current edition as of the Contract execution date.

- 2) The state of Washington Utilities and Transportation Commission for trucks used on highways.
 - 3) The National Electrical Contractors Association for equipment used on electrical work.
 - 4) The Mechanical Contractors Association of America for equipment used on mechanical work. 5) The Equipment Watch Rental Rate Blue Book shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition as of the Contract execution date.
- d. Allowance for small tools, expendables & consumable supplies: Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:
- 1) For Contractor, 3% of direct labor costs.
 - 2) For Subcontractors, 5% of direct labor costs.
 - 3) Expendables and consumable supplies directly associated with the change in Work must be itemized.
- e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.
- f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum but not to the cost of any change in the Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. This allowance shall compensate Contractor for all Non craft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:
- 1) For projects where the Contract Award Amount is under \$3 million, the following shall apply:
 - a) For Contractor, for any Work actually performed by Contractor's own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - c) For Contractor, for any work performed by its Subcontractor(s), 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.
 - d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the

- amount due the sub-Subcontractor, and 2% of the remaining amount if any.
- e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs Section 7.02B 7a.-e.
- 2) For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:
- a) For Contractor, for any Work actually performed by Contractor's own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - c) For Contractor, for any Work performed by its Subcontractor(s), 4% of the first \$50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any.
 - d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
 - e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs Section 7.02B 7a.-e.
- g. Allowance for profit: This is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
- 1) For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with Section 7.02 b. 7a.-e.
 - 2) For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the Subcontractor cost developed in accordance with Section 7.02 b. 7a.-h.
- h. Cost of change in insurance or bond premium: This is defined as:
- 1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
 - 2) Public works bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.
- i. The costs of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g. above.
- C. Change Order Pricing -- Unit Prices
- 1. Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
 - a. Scope of work to be performed;
 - b. Type of reimbursement including pre-agreed rates for material quantities; and

- c. Cost limit of reimbursement.
 2. Contractor shall:
 - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Leave access as appropriate for quantity measurement; and
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
 3. Contractor shall submit costs in accordance with paragraph 7.02B. and satisfy the following requirements:
 - a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit, and bond and insurance costs; and
 - b. Quantities must be supported by field measurement statements signed by Owner.
- D. Change Order Pricing -- Time-and-Material Prices
 1. Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
 - a. Scope of Work to be performed;
 - b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Cost limit of reimbursement.
 2. Contractor shall:
 - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review;
 - c. Leave access as appropriate for quantity measurement;
 - d. Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed any cost limit(s) without Owner's prior written approval.
 3. Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
 - a. Labor detailed on daily time sheets; and b. Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

- A. The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order proposal.
- B. If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
 1. A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and

- specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
2. Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall constitute a waiver of Contractor's right to an equitable adjustment.
 3. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall constitute a waiver of Contractor's right to an equitable adjustment.
 4. Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Compensation under this paragraph is limited to changes in Contract Time for which Contractor is not entitled to be compensated under section 7.02;
 3. Contractor shall follow the procedure set forth in paragraph 7.03B;
 4. Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 5. The daily cost of any change in Contract Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract Sum that contributed to this change in Contract Time:

- a. cost of nonproductive field supervision or labor extended because of the delay;
- b. cost of weekly meetings or similar indirect activities extended because of the delay;
- c. cost of temporary facilities or equipment rental extended because of the delay;
- d. cost of insurance extended because of the delay;
- e. general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of Contract Sum divided by the Contract Time for each day of the delay.

PART 8 - CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in section 7.02 or the Contract Time as provided in section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Contractor shall file its Claim within the earlier of: 120 days from Owner's final offer in accordance with either paragraph 7.01E or the date of Final Acceptance.
- C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
 1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 2. The date on which facts arose which gave rise to the Claim
 3. The name of each employee of Owner or A/E knowledgeable about the Claim;
 4. The specific provisions of the Contract Documents which support the Claim;
 5. The identification of any documents and the substance of any oral communications that support the Claim;
 6. Copies of any identified documents, other than the Contract Documents, that support the Claim;
 7. If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 8. If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail required by, section 7.02; and
 9. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. After Contractor has submitted a fully documented Claim that complies with all applicable provisions of parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:

1. If the Claim amount is less than \$50,000, with a decision within 60 days from the date the Claim is received; or
 2. If the Claim amount is \$50,000 or more, with a decision within 60 days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in section 8.02.
- F. Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless timely made in accordance with the requirements of this section.

8.02 ARBITRATION

- A. If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30-day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
1. Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
 2. Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.
- D. Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.03 CLAIMS AUDITS

- A. All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
 - 1. Daily time sheets and supervisor's daily reports;
 - 2. Collective bargaining agreements;
 - 3. Insurance, welfare, and benefits records;
 - 4. Payroll registers;
 - 5. Earnings records;
 - 6. Payroll tax forms;
 - 7. Material invoices, requisitions, and delivery confirmations;
 - 8. Material cost distribution worksheet;
 - 9. Equipment records (list of company equipment, rates, etc.);
 - 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 - 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 - 12. Subcontractors' and agents' payment certificates;
 - 13. Cancelled checks (payroll and vendors);
 - 14. Job cost report, including monthly totals;
 - 15. Job payroll ledger;
 - 16. Planned resource loading schedules and summaries;
 - 17. General ledger;
 - 18. Cash disbursements journal;
 - 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
 - 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 - 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 - 22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 - 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
 - 24. Work sheets, software, and all other documents used by Contractor to prepare its bid.
- C. The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 - TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. Owner may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
 6. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Upon termination, Owner may at its option:
1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of subcontracts pursuant to section 5.21; and
 3. Finish the Work by whatever other reasonable method it deems expedient.
- C. Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
 - 1. Stop performing Work on the date and as specified in the notice of termination;
 - 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 - 3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 - 4. Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 - 5. Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 - 6. Continue performance only to the extent not terminated.
- C. If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of part 7.
- D. If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 - MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

- A. The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in Kitsap County, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

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

that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

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

10.04 RIGHTS AND REMEDIES

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

10.05 CONTRACTOR REGISTRATION

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

10.06 TIME COMPUTATIONS

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

10.07 RECORDS RETENTION

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

10.08 THIRD-PARTY AGREEMENTS

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

10.09 ANTITRUST ASSIGNMENT

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

10.10. HEADINGS AND CAPTIONS

- A. All headings and captions used in these General Conditions are only for convenience of reference and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

END OF SECTION

PART 1 – GENERAL

1.01 PREVAILING WAGE RATES

A. General

1. The Work is subject to the wage requirements of RCW 39.12 (Prevailing Wages on Public Works), RCW 49.28 (Hours of Labor), and to RCW 49.46 (Minimum Wage Act) as amended or supplemented. The Contractor, any Subcontractor, and all individuals and firms required to pay prevailing wages under WAC 296-127-010, must pay all laborers, workers, or mechanics no less than the applicable prevailing hourly wage rate and fringe benefits appropriate to the worker's classification. Higher wages and benefits may be paid at the option of the employer.
2. The Contractor is responsible for assigning the appropriate classification to all laborers, workers, or mechanics that perform any Work under this Contract, under the scope of work descriptions established by the L&I Industrial Statistician. Laborers, workers, and mechanics must be paid in full at least once each week and in lawful money of the United States. If the Contractor assigns the wrong prevailing wage classification, the Contractor is responsible for and must pay the amount of the corrected prevailing wage. The difference is not subject to an equitable adjustment or Change Order.
3. The Contractor must ensure that all Subcontractors, and all other individuals and firms as applicable, comply with all prevailing wage requirements including payroll reporting requirements and payment of prevailing wages. The Contractor is responsible for any violations of prevailing wage requirements by Subcontractors, individuals, or firms, and The Owner will take enforcement action against the Contractor to remedy any violations and achieve compliance with prevailing wage requirements

B. Applicability OF Federal Prevailing Wage Rates

1. On projects funded in whole or part from federal monies, federal wage laws and rules also apply. If the Work is subject to both the provisions of the State (RCW 39.12) and federal (Davis Bacon and Related Acts, DBRA) prevailing wage requirements, the Contractor and every Subcontractor must pay the higher prevailing wage rate for the classification.

C. Wage Rates

1. Any listing of wages and fringe benefits in the Project Manual for any classification is intended only as a guideline for the Contractor and does not necessarily reflect the most recent classification or prevailing wage rate. Prevailing wage rates will be determined by L&I and published on the first Business Day of February and the first Business Day of August of each year. All prevailing wage rates become effective 30 Days after they are published. Current prevailing wage information may be obtained online:

Washington State Department of Labor and Industries

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates>

2. For projects funded in whole or part with federal monies, current federal prevailing wage information may be obtained upon request from the:

U.S. Department of Labor

<https://www.dol.gov/whd/govcontracts/dbra.htm>

3. By including wage and fringe benefit rates in the Project Manual, the Owner does not imply that the Contractor will find labor available at those rates. The Contractor must calculate any amount above the minimums that have to be paid.
4. If the Contractor employs labor in a classification not covered by WAC 296-127, the Contractor must request the Industrial Statistician at L&I determine the correct prevailing wage rate for that classification and locality. If the project is federally funded, the Contractor must request the Secretary of the U.S. Department of Labor (US DOL) determine a federal prevailing wage rate for that classification and locality in addition to requesting the State prevailing wage rates. In such case, the Director of L&I's, and if applicable the Secretary of US DOL's, decision regarding the rates is final, conclusive, and binding on all parties. If the state and federal wage rates differ, the Contractor must pay the higher wage rate.

D. Overtime

1. General

- a. Pursuant to the provisions of RCW 49.28 and WAC 296-127-022, Work performed on public works contracts will not require the payment of overtime rates for the first 2 hours worked in excess of 8 hours per Day when the employer and employee voluntarily enter into a written agreement wherein the employee will work up to 10 hours per Day in a 4-Day week to accomplish 40 hours of work. Working more than 10 hours on any Calendar Day on a public works project is prohibited except in cases of extraordinary emergency, such as danger to life or property. The Contractor must refer to the Benefits Code Key attached to the Prevailing Wage Schedule for specific overtime rates. Overtime rates must be paid for all hours worked more than 40 hours per week. This Section provides a minimum public works overtime standard, and does not supersede prevailing overtime wage rates established under RCW 39.12.

2. Written Overtime Agreement

- a. Recognizing that there may be Days when a full 10 hours of work is not available, the remainder of the forty hours may be made up on another work Day or Days within the same work week. However, work performed on Saturdays, Sundays, and Holidays is subject to the established prevailing overtime provisions for a given trade or occupation, as provided in RCW 39.12.
- b. For the purpose of this **Paragraph 1.01.D**, an agreement must:
 - 1) Have been authorized by employees who bargained collectively with their employers through representatives of their own choosing; or
 - 2) Be obtained in writing, signed, and dated by both parties;
 - 3) Be entered into individually with each employee;
 - 4) Be entered into separately for each public works project, except that an employer, at its option, may obtain an annual authorization;
 - 5) State the name of the public works project with specificity; and
 - 6) Be entered into voluntarily by the employer and employee.
- c. Each employer must retain copies of individual employee authorization agreements for 3 years from the Completion Date of the Work. Absence of an authorization record for an employee will be deemed per se evidence of lack of that employee's authorization. Such records are payroll records, subject to the requirements of WAC 296-127-320.
- d. For any overtime work performed on a federally funded project per the agreements referenced above, the Contractor, Subcontractor, and all other individuals or firms

required to pay prevailing wages must submit a copy of such authorization agreement for each affected employee to BI Metro Park, either in person or by mail.

- 1) Physical and Mailing address
Bainbridge Island Park & Recreation District
Lande Administration Building
7686 NE High School Road
Bainbridge Island, WA 98110

1.02 PAYROLL REPORTS

- A. Payroll reports for the Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages for Work performed must be submitted weekly via an online reporting portal: <http://www.LCPtracker.net>. The Contractor is responsible for approving electronically the payrolls submitted by all Subcontractors. Payroll reports must contain the following information:
 1. Name and residence address of each worker
 2. Classification of work performed by each worker. The classification must be specific and match the classification categories listed in the applicable wage schedule
 3. Total number of hours employed each Day
 4. Total number of hours employed during the payroll period.
 5. Straight time and overtime hourly rate of wages paid to each worker
 6. Total or gross amount earned by each worker.
 7. Deductions for medical insurance, FICA, federal withholding tax, and any other deductions taken.
 8. Net amount paid each worker
 9. Contractor's or Subcontractor's name and address
 10. All Days during the pay period
 11. Date of final Day of pay period
 12. Whether fringe benefits were paid to each worker as part of the hourly wage rate or whether fringe benefits were paid into an approved plan, fund, or program; and the hourly rate of fringe benefits paid, if any.
- B. The first payroll submitted for the Work for both the Contractor and each Subcontractor must be labeled Initial. The last payroll submitted for the Work for both the Contractor and each Subcontractor must be labeled Final. If no work is performed for the week, the Contractor must submit a certified payroll noting that no work has been performed.

1.03 ENFORCEMENT

- A. The Contractor, every Subcontractor, and all other individuals or firms required to pay prevailing wages for Work performed on this Contract are subject to investigation by BIMPRD and L&I in regard to payment of the required prevailing wage to workers, laborers, and mechanics employed on the project.
- B. If the investigations result in a finding that an individual or firm has violated the requirement to pay the prevailing rate of wage, the unpaid wages will constitute a lien against the Contractor's Bond and retainage. Per RCW 39.12.065 and 39.12.050, the Contractor or Subcontractor may also be subject to civil penalties and may be prohibited

from bidding on any public works contract within the State of Washington for the period specified by law.

1.04 POSTING NOTICES

- A. The Contractor must post in a location acceptable to L&I and in compliance with the requirements of RCW 39.12.020:
 - 1. One copy of the approved Statement of Intent to Pay Prevailing Wages for the Contractor, each Subcontractor regardless of tier, and any other individual or firm required to pay prevailing wages per WAC 296-127-010.
 - 2. A copy of the prevailing wage rates for the project.
 - 3. The address and telephone number of the L&I Industrial Statistician along with notice that complaints or questions about wage rates may be directed there.

1.05 PREVAILING WAGES FOR APPRENTICES

- A. An apprentice is defined as a laborer, worker, or mechanic employed to perform the Work for whom an apprentice agreement is established through a Training Program that is registered and approved by the Washington State Apprenticeship and Training Council (WSATC). Per RCW 39.12.021 and RCW 49.04, apprentices must be paid the applicable prevailing hourly rate for an apprentice of that trade. If the Contractor or Subcontractor of any tier makes use of an apprentice on work also governed by federal wage rates and regulations, the Contractor must present to the Owner written evidence of registration of such employees in a program approved by the WSATC. On any project that is federally funded and where submission of payroll reports is required, such evidence must be submitted with the first payroll on which the name of the employee appears.

1.06 PREVAILING WAGE DISPUTES

- A. For purposes of prevailing wage disputes the following applies:
 - 1. If there is a dispute regarding prevailing wages, BIMPRD and the Contractor must attempt to resolve the dispute and to receive corrected prevailing wage documents such as amended certified payrolls and other supporting documents as requested. If the Contractor does not make good faith efforts to resolve the dispute within 30 Calendar Days of receiving notification, BIMPRDD may conduct its own investigation or refer the dispute at any time thereafter to L&I and/ or US DOL as applicable. If BIMPRDD determines that it will conduct an investigation, BIMPRD will provide written notice of the investigation to the Contractor and after its investigation is complete, BIMPRD will furnish its written determination to the Contractor including the identification of any or all enforcement actions specified in **Article 1.03 of this Section**. The Contractor may appeal this determination in writing to the Director of BIMPRD. The Director will provide a written response to the Contractor regarding the appeal. Nothing in this process precludes other interested parties from filing complaints or disputes with L&I or US DOL or taking other legal action.
 - 2. In the event that after exhausting the foregoing process, the Contractor disagrees with the Owner's final determination of a prevailing wage dispute involving a state prevailing wage rate, the matter will be referred to the Director of L&I. In such cases, the Director's decision is final, conclusive, and binding on all parties. If the dispute involves a federal

prevailing wage rate, the matter will be referred to the Secretary of U.S. DOL for a decision. In such case, the Secretary's decision is final, conclusive, and binding on all parties.

- B. When the Work is subject to both State and federal prevailing wage requirements, the Contractor and every Subcontractor must pay whichever rate is higher.

1.07 REQUIRED DOCUMENTS

- A. Before payment is made by the Owner of any sums due under this Contract, the Contractor and each Subcontractor regardless of tier must have a Statement of Intent to Pay Prevailing Wages (form F700 029 000), approved by L&I. Wage rates listed on an approved Statement of Intent to Pay Prevailing Wages may not comply with federal prevailing wage requirements.
- B. Each progress estimate submitted for payment must include an Owner-provided form listing all Subcontractors and Suppliers, who performed Work on the project during that pay period, including but not limited to, Subcontractor Name, UBI Number, Intent Number and Affidavit Number as applicable, along with a statement completed and signed by an authorized representative of the Contractor certifying the prevailing wages have been paid per RCW 39.12.040.
- C. Upon Physical Completion and before final progress payment and funds retained under RCW Chapter 60.28 can be released to the Contractor, the Contractor and each Subcontractor regardless of tier must have an Affidavit of Wages Paid (form L700 007 000) approved by L&I.
- D. The Contractor or Subcontractor, as applicable, is responsible for payment of fees for each Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid and must submit all forms directly to L&I for approval. The cost of these fees is included in the Bid Item prices that comprise this Contract. Intent and Affidavit forms may be obtained from L&I at the following website:

<https://www.lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/>

1.08 AUDITS

- A. Payroll, wage, and cost records must be retained, and may be audited or inspected.

PART 2 – PRODUCTS - NOT USED.

PART 3 – EXECUTION - NOT USED.

END OF SECTION

1.01 GENERAL

- A. These Unique Project Conditions form a part of, and are incorporated in the Contract.

1.02 TIME CRITICAL WORK/RESTRICTIONS AND CONSTRUCTION SCHEDULE

- A. Due to the water table levels at the Bainbridge Aquatics Center site from May through November, dewatering will be required for Phase 2 work. Refer to contract documents for information, with references to Section 00 31 00 and Section 31 23 19.
- B. The Nakata Pool will be in-operation during the construction period for Ray Williamson Pool. Due to user privacy requirements at the Nakata Pool, the Contractor is to separate the Ray Williamson Pool work from Nakata Pool with a physical barrier that also provides visual blockage of the Nakata Pool. No videos or photographs are permitted of the Nakata Pool or its premises -and its users at any time, and the Contractor and all of his personnel are restricted to the Ray Williamson Pool project site, unless escorted or given permission to enter the Nakata Pool site. Any on-site facilities and restrooms will be provided by the General Contractor in the designated staging area provided on the Ray Williamson Pool side.
- C. Coordinate with Bainbridge Island Metropolitan Parks and Recreation District and the Architect regarding sequencing of construction and general construction schedule. Collaboration is required as portions of the building are still in use during Phase 2 work.
- D. All construction site access is to occur from Madison Avenue N entry to the Aquatics Center parking lot.
- E. Contractor shall coordinate with Bainbridge Island Metro Parks Project Manager for construction key cores for access to the project site.
- F. The Contractor shall phase the construction schedule and delivery of materials in a manner to limit the impact on the remaining areas of Bainbridge Aquatics Center and its occupants, and surrounding areas in operation.
- G. Contractor is to maintain pedestrian service, vehicle, and fire department access to Bainbridge Aquatics Center. The Contractor shall prevent interruptions of any kind to the building occupants and its operations.
- H. Contractor is to provide temporary dust enclosure to isolate the project work.
- I. Contractor is to maintain Nakata Pool free from construction dust and debris.

1.03 RETAINAGE AND BOND CLAIM RIGHTS

- A. Chapters 39.08 RCW and 60.28 RCW incorporated by reference: Chapters 39.08 RCW and 60.28 RCW, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract

Documents by reference as though fully set forth herein. See General and Supplemental Conditions for Washington State Facility Construction.

1.04 PRODUCT SUBSTITUTIONS

- A. Product substitutions are discussed in the General Conditions. Due to the complexity of many of the systems required in Ray Williamson Pool, construction components, and the compressed construction schedule, no substitution requests will be considered unless received at least seven (7) calendar days prior to the bid date. Acceptable substitutions will be noted at the end of each published addendum. Only substitutions listed in the published addendum will be allowed. No substitution will be considered if it is not accompanied by the Substitution Request Form that is included in Section 01 63 00. The Owner, Architect and consulting engineers retain the sole discretionary authority on the acceptance/rejection of substitution requests.

1.05 SECURITY AND BADGING

- A. All of the Contractor's and Subcontractor's personnel shall have legible ID badges representing their company displayed while working on the project site at all times.
- B. Construction of the Ray Williamson Pool will be completely separated from the in-operation Nakata Pool. At no time will the contractor or his subcontractors utilize or walk through Nakata Pool without approval from the Owner.
- C. The General Contractor shall submit a written list of ALL personnel working on the jobsite to BIMPRD prior to Start of Work. Should there be any personnel changes during the course of construction, the new personnel names are to be submitted to the Owner prior to their start of work on the project site.
- D. The General Contractor is required to complete and submit a Contractor and Vendor Criminal Background/Special Access Authorization form for **all** personnel, including subcontractors' personnel, that will be working on site. Bainbridge Island Metro Parks & Recreation Department will verify and approve/authorize all personnel working on the jobsite prior to mobilization and start of work. Refer to the form sample in Section 00 60 00 Forms.
- E. Should the Contractor's personnel change during the construction period, any newly proposed personnel must undergo the criminal background check and authorization to be on site. No personnel shall be permitted to work on the project site unless authorized by the Owner.
- F. Items such as tobacco, currency, cell phones, cameras:
 - 1. The project site is owned by Bainbridge Island School District, and its facilities are tobacco free areas. No smoking or vaping will be permitted on the project site or adjacent properties.
 - 2. Use of phones and cameras are relegated to the immediate Ray Williamson Pool project site only. No photographs or videos are permitted of school or recreation activities or users at any time (schools and pools will have open times and users during the project)."

1.06 CONTRACTOR PARKING AND TRAFFIC COMPLIANCE

- A. The project site is located in the Bainbridge Island High School property. This building is in-operation daily, including evenings, with public using the adjacent pool.
 - 1. Contractor may park within Aquatics Center property. Construction vehicles for Ray Williamson Pool Renovation project will utilize the designated parking and staging areas demarcated by the Owner.
 - 2. No construction vehicles will be allowed to park outside of the designated parking area. If Contractor vehicles exceed the designated area, the Contractor is required to develop a transportation plan to manage construction parking operations.
 - 3. Contractor shall at all times observe the designated speed limits indicated on the Aquatics Center property site.

1.07 COORDINATION OF LOW VOLTAGE SYSTEM WORK – NOT USED

1.08 LOCK OUT/TAG OUT POLICY

- A. In compliance with WAC 296-24-11001 through 296-24-11011 and 296-24-119, anytime equipment is to be inspected, serviced, repaired, altered, installed, or any other maintenance performed where any possibility of unexpected energization or start-up of the equipment, or release of stored energy could cause harm, that equipment shall have all sources of electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or any other source of energy including gravity locked out and tagged out. When it is not possible to Lock Out the energy source the source shall be Tagged Out. In addition, all equipment must be at "zero energy state" before servicing or maintenance work is performed.

1.09 UNDERGROUND/EXISTING UTILITIES

- A. Contractor shall verify location of all underground and existing utilities. Contractor shall take extreme care and necessary precautions to work around and protect power and communication services on site.

1.10 SCHEDULE OF VALUES

- A. A minimum of 2% of the total contract value will be allocated to "project closeout". This will be a single scheduled value. Refer to Section 01 00 01.

1.11 PERMITS AND LICENSING

- A. Owner is responsible for paying the permit review and intake fee for the building permit (includes mechanical review). All other permits will be the responsibility of the Contractor to obtain.
- B. All contractors working on site will be required to have a current City of Bainbridge Island business license.

1.12 CONTINUITY OF BUILDING AND UTILITY SERVICES AND SHUTDOWNS

- A. Shutdowns: Utilities shutdowns shall be scheduled for weekends, holidays or at night when the shutdown affects the use of the operational portion of the building. The actual time and date will be coordinated with and approved by the Owner at least 72 hours in advance. The Contractor shall reconnect utilities at the end of utilities shutdown period.
- B. Costs: Pay all costs associated with utilities shutdowns. No extra payment will be made for overdue work, schedule changes, or failure to complete utilities connections within authorized shutdown periods.

1.13 DISRUPTIVE WORK

- A. Contractor to coordinate all operations with the Bainbridge Island Metro Parks Project Manager, including site access, materials storage and staging, interruption of electrical and mechanical services, and timing of noisy and/or disruptive operations.
- B. All shutdowns will be scheduled in advance at a time agreeable to the Bainbridge Island Metro Parks Project Manager.

1.14 REGULATED MATERIALS

- A. Asbestos and lead-free materials must be used in the construction of this project.
- B. Reference Section 02 82 00 Asbestos Abatement and the Hazardous Materials Survey Report.

END OF SECTION

PART 1 - GENERAL

1.01 DEFINITIONS

- A. Title of Project: **Ray Williamson Pool Improvements - Phase 2**
- B. Owner/ Contracting Agency: Bainbridge Island Metro Park & Recreation District
7686 NE High School Road
Bainbridge Island, WA 98110
Telephone: (206) 565-5658
Contact: Michelle Miller (contracts), David Harry (PM),
Michael Omans (PM)
- C. Architect: Stemper Architecture Collaborative
4000 Delridge Way, SW, Suite 200
Seattle, WA 98106
Telephone: (206) 624-2777
Contact: Melody Leung / Lalo Bello
- D. Civil Engineer: Jacobson Consulting Engineers
255 South King Street, Suite 800
Seattle, WA 98104
Telephone: (206) 426-2600
Contact: Alan Jacobson
- E. Structural Engineer: MLA Engineering
1424 4th Ave
Unit 815
Seattle, WA 98101
Telephone: (206)264-2727
Contact: Michael Leonard/ John Bearden
- F. Mechanical Engineer: The Greenbusch Group Engineers
1900 W Nickerson St,
Suite #201
Seattle, WA 98119
Telephone: (206) 644-1369
Contact: Jack Burgess
- G. Electrical Engineer: TFWB Engineers
1200 Westlake Ave N
Seattle, WA 98109
Telephone: (206) 285-7228
Contact: Kevin Wartelle/ Rocxy Juan

1.02 REQUIREMENTS INCLUDED

- A. Work Covered by Contract Documents
- B. Contractor's Use of Premises
- C. Excessive Noise
- D. Related Work By Owner or Others
- G. Existing Utilities
- H. Contractor Identification
- I. Scheduling
- J. Use of Site

1.03 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Make particular reference to the following Division One sections:
 - 1. Section 01 11 00 – Summary of Hazardous Materials Work
 - 2. Section 01 50 00 – Construction Facilities and Temporary Controls
- B. All capitalized terms not defined herein shall have the meaning given them in the General Conditions.

1.04 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work shall be the providing of all supplies, tools, equipment, scaffolding, shoring, transportation, utilities, services, superintendence, and labor, including hazardous materials abatement and architectural, structural, mechanical, and electrical improvements, and the furnishing of all materials, items, and accessories needed for the total construction of the project in strict conformance with the Contract Documents.
- B. The intent of the Contract Documents is that the Contractor will produce a complete project with all materials and equipment in place and all systems operative.
- C. The pool renovation work will encompass work at Bainbridge Aquatics Center Ray Williamson Pool and will include but not be limited to the following:
 - 1. Remove and replace concrete pool deck, and linear trench drains.
 - 2. Remove concrete platform at northeast (and refinish steps to match west side).
 - 3. Ray Williamson Pool – pool liner coating removal and replace with plaster liner.
 - 4. Add new tile lane marker lines and lane marker anchors.
 - 5. Replace pool perimeter tile and fixture anchors.
 - 6. VGB drain replacement and associated work.
 - 7. Repair/replacement of general domestic water piping and plumbing.

8. Pool chemical treatment conversion to saline/chlorine system.
9. Pool filtration system replacement.
10. Replacement of storefront window, sliding glass door system and swing out doors at Natatorium
11. Replace louver frames at exterior wall
12. Replace handrail at SW ramp
13. Remove doors and frames at north storage rooms; patch case openings.
14. Cap and abandon sink in east storage room.
15. Add anti slip coating at east and west steps and SW ramp.
16. Replace east and west concrete side walks
17. Water intrusion mitigation at west side of RWP
18. Install barriers/fence on east and west sides of RWP.
19. Dewatering – required for pool work occurring from Oct. - Mar.
20. Add doors and replace steps at natatorium to office area at east and west.

1.05 (Not Used)

1.06 CONTRACTOR'S USE OF PREMISES

- A. The Contractor's exterior work limits and staging areas are indicated on the Drawings. Interior work limits and staging areas will be as defined in the Contract Documents.
- B. Contractor shall limit its use of premises for Work and for storage to allow for:
 1. Owner occupancy
 2. Public use
 3. Coordinated use of premises under direction of Owner.
 4. Full responsibility for protection and safekeeping of products under this Contract stored at site.
 5. Moving stored products, under Contractor's control, which interfere with operations of Owner or separate Contractor.
 6. Obtaining and paying for use of additional storage or work areas needed for operations.
- C. Construction Operations:
 1. Do not unreasonably encumber Site with materials or equipment.
 2. Do not load structure with weight that will endanger structure.
 3. Coordinate activities to assure minimum disruption to adjoining residents, fire district and community activities.
- D. Existing Utilities:
 1. General: The Contractor shall be responsible for determining the location of existing utilities (whether shown or not) that would be impacted by the Work. At Contractor's expense, immediately repair and restore operation of utilities damaged during construction; conform to owner's repair requirements.
 2. All building utility systems, including heating, pneumatic controls water, sewers, telephone and electrical systems shall remain in operation during the construction period.
 3. The existing electrical and fire alarm system will remain in service for the duration of the

contract at Nakata Pool. Refer to Section 01 50 00 for information regarding use of the electrical system during construction.

E. Delivery, Storage and Handling:

1. Refer to the drawings for locations of contractor's mobilization and storage areas.
2. Contractor shall receive all materials and not rely on any Bainbridge Island Aquatics personnel at this site.

F. Cleaning:

1. Following construction, clean all areas associated with and impacted by construction, and restore to original condition. Contractor should take pictures / video of all work areas prior to commencing activities.

1.07 EXCESSIVE NOISE

- A. Minimize noise during working hours. Notify Owner at least 24 hours prior to any necessary excessive noise. Comply with Owner's instructions and the City of Bainbridge Island Noise Ordinance.

1.08 RELATED WORK BY OWNER OR OTHERS

- A. NIC & FOIO Items: Items designated on the Drawings and/or described in the Specifications as "NIC" (Not in Contract) or "FOIO" (Furnished by Owner and Installed by Owner) are not included in the Contract.

B. Contractor's Responsibilities:

1. Designate delivery date for each portion of the Work in the Progress Schedule.
2. Storage of products if requested.
3. Coordinate installation with the Progress Schedule.
4. Provide all preparatory work necessary for proper installation including blocking and backing and finish work including caulking, grouting, furring, and painting adjacent surfaces as required for NIC or FOIO equipment.

1.09 NOT USED

1.10 CONTRACTOR DESIGNED ELEMENTS

- A. Where work of this Contract requires Contractor design, Contractor shall comply with following requirements.
1. Submit Shop Drawings and calculations to Architect for review.
 2. Submit Shop Drawings and calculations to for City of Bainbridge Island approval and permits.
 3. All Shop Drawings and calculations shall be stamped by a registered architect or engineer licensed in State of Washington.

1.11 EXISTING UTILITIES

- A. Utilities of record are shown on the Drawings insofar as possible to do so. These, however,

are shown for convenience only and the Owner and Architect assume no responsibility for improper locations or failure to show utility location on the Drawings. The Contractor is responsible for determining the location of all existing utilities (whether shown or not) prior to commencing work. At Contractor's expense, immediately repair and restore operation of any utilities damaged during construction; conform to owner's repair requirements.

1.12 CONTRACTOR IDENTIFICATION

- A. All Contractor and Subcontractor personnel shall, at all times on the project site, wear Contractor provided identification that is easily identified from no less than ten (10) feet away. Such identification shall be acceptable to the Owner (Example identification: colored hard hats, colored tee-shirts, identification badges of acceptable size.)

1.13 SCHEDULING

- A. In accordance with the General Conditions, Contractor shall coordinate and conduct its Work in such a manner as to cause minimum interference to the school program. The Work shall be considered subordinate to regular school functions which may continue throughout the Work schedule.
- B. Contractor may work any shift during regular business hours clearly shown in an approved Work Schedule. The Work Schedule shall clearly define any hours outside the normal working hours of Monday through Friday from 7:00 a.m. to 4:00 p.m. Contractor may request additional work hours not shown on the approved Work Schedule by notifying the Owner two (2) working days in advance of the requested hours.
- C. If it is determined the work will not be completed by the Substantial Completion Date, contractor shall be required to take actions as required in Section 00 72 00.
- D. Except for an emergency, Contractor shall provide forty-eight (48) hours' advance notice of his intent to work nights, weekends or holidays, or anytime outside the usual working hours. In no case will the Contractor do any such work without first notifying the Owner to permit arrangements for proper inspection.
- E. The Contractor shall reimburse the additional cost to the Owner for staff coverage and/or inspection work on weekends or recognized holidays.

1.14 USE OF SITE

- A. Contractor shall confine all operations in the performance of the Work (including, but not limited to offices, storage, assembly, vehicle and equipment parking, ingress, egress, and movement of Materials, equipment and workers) to such areas and during such time periods as are permitted by law, ordinances, or permits, specified in the Contract or designated by Owner. Unless otherwise directed by Owner, Contractor shall deliver to (or provide for delivery to) the site of the Work, and unload and store all materials, equipment and other items to be installed, used, consumed or incorporated in the Work or otherwise used in connection with this contract. Contractor shall coordinate with Owner in determining set-up areas, see Section 00 72 00. Contractor shall be responsible for moving

items which may be necessary to proceed with work. If items need to be moved elsewhere from the room they are located, Contractor shall coordinate with Owner. **Contractor shall use all necessary means to protect existing paved and landscaped surfaces from damage when using vehicles to transport material in and around the project site.**

1. Contractor is required to provide restroom and hand-washing facilities for employees and sub-contractors. Contractor use of restroom facilities is prohibited.

- B. Owner will occupy premises during entire construction period for conduct of normal operations. Cooperate with Owner in scheduling operations to minimize conflict and to facilitate Owner's usage on the basis of the completion dates on the indicated schedule and based on the Owner's occupancy of areas designated below:
 1. Aquatics staff will generally operate throughout the project schedule per their working hours. Coordinate with Owner for exact hours.
 2. Routine and/or periodic maintenance activity.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes administrative and procedural requirements for Measurement and Payment, including unit priced items.
- B. **Related Sections:** Related requirements may be found in, but not limited to, the following sections:
- Section 01 11 00 - Summary of Work
 - Section 01 26 00 - Modification Procedures and Change Orders
 - Section 01 45 00 - Quality Control

1.02 DEFINITIONS

- A. **As-Bid Unit Prices:** These are amounts proposed by Bidders, and included on the Bid Form, as prices per unit of measurement for materials or services added to, or deducted from, the Contract based on an estimated quantity provided by the Owner on the Bid Form.
1. Unit Pricing may pertain to a base Bid Item(s), Optional Bid Item(s), and/or potential Change Orders to the awarded Contract, as prescribed by the Contract Documents.
 2. Any unit pricing provided for potential Change Order item(s) will not be included in the Awarded Contract Price, but must be utilized for related Change Orders that may be issued after Contract Award. Unit-priced Change Order items are subject to the variation in quantity limitations described in Paragraph 1.03.E below.
- B. **Proposed Unit Prices:** During the course of Work, the Owner may request the Contractor to propose unit pricing for an unanticipated item(s) of repetitive Work that may be difficult to quantify in advance of execution. If accepted by the Owner, the Proposed Unit Price will be utilized for Change Orders involving that element of additional Work.
1. At the time of the first Change Order involving the Proposed Unit Price item, the Owner will establish a base quantity for the item. The amount of the Modification Proposal (MP) for the item will be the product of the Proposed (and accepted) Unit Price and the base quantity established by the Owner.
 2. Subsequent Change Orders involving the Proposed (and accepted) Unit Price item will continue to utilize the Proposed (and accepted) Unit Price, subject to the variation in quantity limitations described in Paragraph 1.03.E below.

1.03 PROCEDURES

- A. **Bid Evaluation and Contract Award:**
1. **Bid Evaluation:** The low responsive Bid is based on the sum of all applicable lump sum amounts (wherein the Owner's estimated quantity equals one, by definition) plus the extended (product of bid amount times quantity) for each applicable unit-priced item, as detailed below:
 - a. Lump Sum Base Bid amount(s);
 - b. Lump Sum Bid Trench Safety System;
 - c. Unit Priced Item(s) in Base Bid Item;
 - d. Each Optional Lump Sum Bid Item included in the Contract Award;

- e. Each Optional unit-priced Bid item included in the Contract Award;
 - f. Each lump sum bid potential Change order item;
 - g. Each unit-priced bid for a potential Change Order item.
2. **Contract Award:** The Awarded Contract Price is based on all items included in subsection A.2 above except for items f and g, plus applicable taxes.
- B. Measurement and Payment:**
- 1. For lump sum bid item payment procedures, refer to Section 01 29 73.
 - 2. 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.
 - 3. Unit priced items must be separately identified and reimbursed in the Schedule of Value and Pay Estimate forms, in accordance with Section 01 29 73 and applicable Contract requirements.
- C.** Unit Pricing must incorporate all costs necessary for materials, equipment, tools, labor, delivery, disposal, installation, insurance, overhead, profit, and taxes, as applicable.
- D.** The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.
- E. Variations in Quantity:**
- 1. The Unit Price of any unit-price item may be renegotiated upon request by either the Contractor or the Owner in the event of either of the following scenarios:
 - a. The actual quantity exceeds 125% of the estimated or base quantity determined by the Owner at the time the Unit Price was accepted.
 - b. The actual quantity is less than 75% of the estimated or base quantity determined by the Owner at the time the Unit Price was accepted.
 - c. If the Unit Price is renegotiated based on either of the above scenarios, the renegotiated Unit Price shall apply to the entire quantity for that item. If partial payment has been made, the price differential must be accounted for as part of the Reconciliation process described in Paragraph 1.03.E below.
 - 2. If an estimated or base quantity for any Unit-Priced item equals zero (0), does not exist, or was not provided by the Owner, then the associated Unit Pricing is null and void. In such case, Unit Pricing must be renegotiated with a non-zero quantity provided by the Owner, or that body of Work negotiated as a Modification Proposal on a lump sum basis.
- F. Reconciliation of Unit-Priced Work Upon Completion:** The Owner will only pay for unit-priced Work based on the product of the actual quantity of Work done and the final-negotiated Unit Price for that Work. Prior to issuing final payment on the Contract, a final Change Order must be issued to adjust the Contract Price upward or downward to account for any discrepancies in quantity or negotiations in unit-pricing that may have occurred during the life of the Contract.

G. **Unit Price Schedule:** Paragraph 3.01 below provides a description of the unit-priced items included in the Bid Form. Specification sections referenced in the Schedule contain requirements pertaining to each unit-priced item.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - **Not Used**

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. It is the intent of the Owner to award a Contract for Base Bid construction of the project as shown on the Drawings and specified herein. Based on budgetary considerations, however, the optional Bid Items listed in this Section will be considered by the Owner for incorporation in the Contract.
1. Optional Bid Items may be designated as Additive, Alternate, Deductive, or Deductive Alternate items.
 2. Each Optional Bid Item will be assigned a different identifying number by the Owner.
 3. Optional Bid Items are identified by their numbers in the relevant Drawings and Specification sections. All information contained on the Drawings and other Contract Documents must be considered part of the Base Bid unless specifically identified as an Optional Bid Item.
 4. The Owner has sole discretion to include or exclude Optional Bid Items from the Contract.
 5. The numbers assigned to Optional Bid Items are for identification purposes, and not intended to convey priority nor order of preference. For purposes of Bid Award, the Owner may select Optional Bid Items in any order the Owner desires, at the Owner's sole discretion.
 6. The Bid price of each Optional Bid Item chosen by the Owner for inclusion in the Contract Award will be added to (or deducted from, if deductive) the Base Bid price in determination of the low responsive Bidder.
 7. In some cases, the Owner may decide to proceed with the Award of Contract while deferring the decision to include one or more Optional Bid Items into the Work. Reasons for deferring the decision may include seeking additional funding to cover the cost of an Optional Bid Item where the existing budget is insufficient, waiting for completion of demolition to confirm no unforeseen existing conditions will impact the existing Project budget, or other such practical reason. The Contractor must honor the price Bid for Optional Bid Items for at least 90 calendar days after Notice to Proceed. In the event the Owner decides to incorporate an Optional Bid Item after that time, the Contractor has the option to honor the price Bid or submit a revised Modification Proposal for the Optional Bid Item. In either case, such Work may then be added to the Contract as a Change Order item.
 - a. The Owner will not incorporate any Optional Bid Item after Award of Contract which would have changed the determination of the lowest responsive Bidder at time of Contract Award.

1.02 RELATED SECTIONS

- A. Section 01 11 00 - Summary of Work

1.03 BASE BID

- A. The work to be accomplished by this Contract is that work described in the Drawings and Specifications (including all Addenda) with the exception of Optional Bid Items, as clearly delineated by the Contract Documents.

1.04 OPTIONAL BID ITEMS - Refer to Drawings and Specification (including all Addenda) for description of work.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION

3.01 GENERAL REQUIREMENTS

- A. All general conditions and technical specification references that apply to the rest of the project also apply to the work in this section.

END OF SECTION

PART 1 - GENERAL

1.01 DAILY LOGS

- A. The Contractor shall keep detailed daily logs of all project activity and submit summary reports for review.
 - 1. Record:
 - a. Number of personnel on site
 - b. Weather conditions
 - c. Job Progress
 - d. Testing and jurisdictional activities
- B. Submit to Architect during progress meetings

1.02 RELATED SECTIONS

- A. Section 01 33 10 - Submittals
- B. Section 01 40 00 - Quality Requirements

PART 2 - PRODUCTS - Not used

PART 3 - EXECUTION - Not used

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contractor must furnish and install all products specified herein. Substitutions will be considered only after the Award of Contract. The Owner will review the substitution request as stated in this Section. Samples of the required forms for submitting substitution requests are attached to the end of this section.

1.02 RELATED SECTIONS

- A. Coordinate related requirements specified in other parts of the Project Manual.

1.03 PRODUCTS

- A. Where specified only by reference standards and/or performance criteria, select any product meeting the standards and/or criteria, by any Manufacturer.
- B. Where specified by naming one or more products, whether or not indicating "or approved equal" after specified listing, the Contractor may submit any request for another product substitution on a form provided by the Owner.
- C. Occasionally, certain products or items will not be considered for substitution or may be designated as sole source items. In such case, these items will be clearly indicated as "sole source" and/or "no substitution" within the applicable specification subsection. Otherwise the Contractor may request substitution as described elsewhere in this section.

1.04 SUBSTITUTIONS

- A. During bidding, the Architect will consider written requests for substitutions only when received on the form provided following this section. No substitution requests will be considered unless received at least ten (10) calendar days prior to the bid date. Requests for substitutions after the bid date will be only considered if in conformance to specified section 01 25 00.
- B. In connection with the use of any substitute item approved by the Owner and Architect, it shall be the Contractor's responsibility to see that such items meet all space requirements, and that any alterations to connecting items necessitated by use of the alternate items are properly made, at no increase in cost to the Owner.
- C. Specific reference in the specifications to any article, device, product, materials, form or type of construction, etc., by name, make or catalog number, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
- D. In making request for substitution, Bidder/Contractor represents:
 - 1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.

2. He will provide the same guarantee for substitution as for product or method specified.
 3. He will coordinate installation of accepted substitution into Work, making such changes as may be required for Work to be complete in all respects at no additional cost to Owner.
 4. He waives all claims for additional costs or time extensions related to substitution which consequently becomes apparent.
 5. He will reimburse Owner and Architect for review or redesign services associated with the substitution and re-approval by authorities.
- A. In order to allow the fullest competition, consistent with the Owner's interests, the Architect will give consideration, prior to submission of proposals, to requests for approval of products and materials competitive with and similar to those specified by proprietary name.
- B. To be considered and in order to facilitate review of requests for approval of substitutions for specified products or materials, all such requests shall be made in writing on the form included as a part of this section.
- C. Should any proposed product substitution require any redesign work by the Architect or the Architect's consultants to accommodate the substitute product, costs for such redesign work shall be included in the Bid amount and shall be paid to the Design Consultant at the Design Consultant's usual rates for the time expended in the required redesign work.
- D. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals, if they have not been previously approved.
- E. Substitution submittal procedure:
1. All substitution requests shall be accompanied with the Substitution Request Form, completely filled out. Substitution Request Forms are bound in the specifications following Section 01 25 00. Limit each request form to one proposed substitution.
 2. Submit a substitution request form and supporting data.
 3. Clearly indicate with red arrows on the supporting data the proposed substitution and accessories.
 4. Substitution requests may be emailed, mailed or faxed. Email is preferred.
- F. Substitution Review Procedure: Because of the number of substitution requests typically received before bidding and the coordination required to review these, the following procedures will apply:
1. Substitution requests received after the time specified in paragraph 1.05 A. will not be reviewed nor listed on addenda.
 2. Substitution requests will be evaluated and the request form will be annotated in the column marked "For Use by Architect". It will then be retained in the A/E's file.
 3. The Substitution Request Form and submitted data will not be returned to the submitter. These forms are for the A/E's in-house use only.
 4. Only approved substitutions will be listed on addenda. All proposed substitutions not listed on addenda shall be considered by the submitter and the Contractor as a non-acceptable substitution and shall not be used.

1.04 ARCHITECT'S OPTIONS

- A. Architect will be sole judge of acceptability of any proposed substitution.
- B. Only approved substitutions may be used on Contract Work.
- C. Each request for substitution approval shall include:
 - 1. Identity of product for which substitution is requested; include specification page and paragraph number.
 - 2. Identity of substitution; include complete product description, drawings, photographs performance and test data, and any other information necessary for evaluation.
 - 3. Quality comparison of proposed substitution with specified product.
 - 4. Changes required in other work because of substitution.
 - 5. Effect on construction progress schedule.
 - 6. Cost comparison of proposed substitution with specified product.
 - 7. Any required license fees or royalties.
 - 8. Availability of local maintenance service.
 - 9. Source of replacement materials.

1.05 DURING BIDDING PERIOD

- A. No request for substitution approval will be considered unless a written request in duplicate has been submitted on Substitution Request Form bound hereinafter, and has been received by Architect at least ten (10) calendar days prior to bid date.

1.06 AFTER CONTRACT AWARD

- A. Approval will be granted only when:
 - 1. Specified product has been discontinued, or
 - 2. Specified product has been replaced by superior product, or
 - 3. Specified product will not fit within designated space, or
 - 4. Specified product does not comply with governing codes or regulations, or
 - 5. Substitution determined by the Owner to be in his best interest.
 - 6. Architect and/or Owner will be the sole arbiters on whether any of the above conditions warrant substitution approval

PART 2 - PRODUCTS - Not used

PART 3 - EXECUTION - Not used

SUBSTITUTION REQUEST FORM

TO: **StemperArchitecture Collaborative**
4000 Delridge Way SW. Suite 200
lalo@stemperac.com
Seattle, WA 98106

PHONE: (206) 624-2777
EMAIL:

PROJECT Title: **Ray Williamson Pool Improvements, Phase 2**
Project No. **BIMPRD 20223**

We, the undersigned, hereby submit for your consideration the following product instead of the specified item:

1. Section: _____ Specified Item: _____
2. Proposed substitution: _____
3. Reason for substitution: _____
4. Attachments:
Yes No Technical data, including laboratory tests, if applicable.
Yes No Complete information on changes to Drawings/Specifications which proposed substitution will require for proper installation.
Yes No Affects of substitution on Drawing dimensions.
5. Yes No The undersigned will pay for changes to the building and systems design, including engineering and detailing costs caused by the requested substitution.
6. Yes No Does substitution have effect on other trades; describe: _____

7. Describe differences between proposed substitution and specified item: _____

8. Yes No Maintenance and services parts will be as readily available as for specified item.
9. Yes No Manufacturer's guarantees of the proposed and specified items are the same; describe difference: _____

The undersigned further states that the function, appearance and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by:

Firm _____
Address _____

By _____
(Signature and Title)

For use by Design Consultant:
 Accepted Accepted as noted
 Not accepted Received too late
By _____ Date _____

PART 1 – GENERAL

1.01 SUMMARY OF MODIFICATION PROPOSAL PROCEDURES

- A. Changes to the Work may be required due to field conditions, requests made by the Owner, clarifications to the Bid documents, or other needs that result in a change in the cost of the Work and/or change in the number of Contract days per Section 00 72 00. The changes to the Work will be tracked individually as Modification Proposals (MP). Modification Proposals may either be prepared as a Field Directive, or as a request for pricing prior to proceeding with the work.
- B. Change Orders will be issued monthly or as needed for one or more MPs that have been approved for inclusion in the Contract since Contract Execution or the prior Change Order, as applicable. Payment for changed Work will not be made until the Change Order is finalized and signed by the Executive Director of BIPRD.
- C. The Modification Proposal must clearly describe the change and identify all labor, material, equipment, subcontracted, and incidental costs associated with the change, including subcontractor and supplier invoices/quotes and Contractor’s timecards. A reference from the latest approved schedule must be attached justifying any time extension request. Mark-ups accounting for all overhead, profit, bond cost, B&O taxes, and insurance must be applied in accordance with the Owner-approved “Mark-Up Agreement Form” (see Section 1.01.E below). The Modification Proposal form (see sample form included at the end of this section) will be used for directing the work to be done in one of the two manners described below.
- D. The Contractor and Subcontractors (where required), must provide a “Project Labor List”, identifying the hourly labor rates of the various trades supporting the Work, including a breakdown of basic wage rates, fringe benefits, FICA, FUTA, SUCA and other add-ons, per Section 00 72 00. Where premium time is involved, the Contractor must separately identify the premium labor rates broken down at the same level of detail.
- E. Supplemental to Section 00 72 00 paragraph, mark-ups for overhead and profit on Modification Proposals must be in accordance with the mark-up rates negotiated by the Owner and the Contractor prior to commencement of Construction. The “Mark-Up Agreement Form” included at the end of this section will be used for documenting this agreement. Such mark-up rates must factor in general company overhead, taxes, bonding, project overhead, and reasonable profit for the project as a whole, and may not in any event exceed the Force Account mark-ups established in Section 00 72 00. If requested by the Owner, such mark-up rates must be justified by the Contractor as detailed in subparagraphs 1, 2, and 3 below.
 1. General Company Overhead: Costs of the Contractor’s home or corporate office necessary to run the business and to support the projects in the field. The Owner may require that the general company overhead be supported with documentation of company financial information for the past two years.
 2. Project Overhead: Indirect costs that cannot be identified with a specific construction activity but support the project as a whole. The Owner may require documentation of actual costs accrued.

3. Profit: Net proceeds after expenses. The Owner may require a detailed justification with supporting documentation of the company’s financial information for the past two years.

1.02 FIELD DIRECTIVE MODIFICATION PROPOSALS

- A. Changed conditions and/or unanticipated circumstances may require immediate revisions to Work which are essential and from which a delay would result in a time and/or cost penalty to the project. When such a condition exists, the Owner’s Construction Manager may issue a written Field Directive to the Contractor on a form to be provided by the Owner. The Field Directive will be identified with an MP number.
- B. The Owner’s Construction Manager will provide direction for the Contractor identifying the necessary changes to be made.
- C. When Field Directive Work is being done as a lump sum agreement, the Contractor must provide pricing per Section 00 72 00, as needed to substantiate the lump sum amount, within 15 days of the completion of the Work, utilizing the “Change Proposal Request” provided by the Owner.
- D. When Field Directive Work is being done under Force Account pricing, a daily record of labor, materials, equipment use, subcontracted work, material disposal costs, and any other costs must be kept. The Contractor must use the “Daily Force Account Worksheet” (sample at the end of this section) provided by the Owner for this purpose, and must submit the completed form to the Owner no later than the next Working Day. Applicable mark-ups for Force Account work must be in accordance with Section 00 72 00.

1.03 LUMP SUM MODIFICATION PROPOSALS

- A. The Owner may request priced proposals which either add or delete work prior to proceeding with any changes.
- B. When requested, the Contractor must provide pricing per 1.01.C of this section, utilizing the “Modification Proposal Worksheet” (sample at the end of this section) provided by the Owner, for review and approval by the Owner, prior to proceeding with the Work.
- C. Once the Modification Proposal has been approved and signed by the Owner, a commitment has been made that a subsequent Change Order will be issued covering the changes to Contract Work, time, and price, as described in the approved Modification Proposal. The Contractor may commence work related to the Modification Proposal at this point. If the Contractor proceeds with work described by a Modification Proposal that has not been approved, such work will be construed as unauthorized per Section 00 72 00.

1.04 CHANGE ORDERS

- A. Change Orders to the Work including all approved Modification Proposals that have accumulated since Contract Execution or the prior Change Order will be issued monthly or as needed. The total amount of price adds and deducts along with the change in the number of days approved in each individual Modification Proposal will be added to or deducted from the Contract Price and time. The Change Order will incorporate and be appended with the approved MP forms (including all required back up materials), as itemized on the Change Order form. Once approved by the Owner, a lump sum price and time adjustment will be made to the Contract, corresponding to the approved Change Order form.
- B. Any Change Order that causes the resultant Contract price (including tax) to exceed 25% of the Contract Bond will require the Consent of Surety per Instructions to Bidders.
- C. The payment for Work performed under the Change Order cannot be made until the change order has been signed by the Director of Planning and Development Division.
- D. If an individual change order exceeds 10% of the original contract amount and is over \$50,000, a special review may be required by the Owner. In such cases, the Owner will notify the Contractor as to the special circumstance of the change.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SCHEDULE OF VALUES

The Contractor must submit a Schedule of Values for review and approval by the Owner at the pre-construction meeting. The purpose of the Schedule of Values is to break down lump sum bid amounts into discrete items of Work for purposes of determining the amount due for progress payments, hereafter called "Pay Estimates". The Contractor must submit the proposed Schedule of Values for the Owner's approval. The Contractor may use their own discretion in defining the line items within the Schedule of Values, subject to the following requirements:

- A. Identify each line item with the Specification section number that most closely aligns with the scope covered by the line item. It is acceptable for multiple line items to be associated with the same Specification section.
- B. Mobilization must include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, traffic control measures, and other necessary general facilities for the contractor's operations at the site; construction fencing; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable; and other administrative items. The Schedule of Values must include at minimum one single line item for mobilization costs. Additional line items related to mobilization may be utilized; however, total mobilization costs must not exceed 10% of the Awarded Contract Price unless specifically approved by the Owner.
- C. Demobilization must consist of all activities and costs for cleanup and removal from the site all personnel, equipment, and materials/supplies not required or included in the Work; including site cleanup and the disassembly, removal, and cleanup of offices, buildings, and other facilities assembled on the site specifically for this Contract. It does **not** include the provision of record/as-built documentation. There must be at least one line item for demobilization included in the Schedule of Values. The value of demobilization must be at minimum 1% of the Awarded Contract Price.
- D. Identify a separate line item for the production and safe keeping of the Operations and Maintenance Manuals, Warranties and Bonds Manual, As-built drawings, annotated Project Manual, and all other Record Documents. **This item is minimally 2% for large projects.**
- E. Include in each line item a directly proportionate amount of Contractor's overhead and profit.
- F. For items on which progress payments will be requested for stored materials, break down the cost of materials, delivered and unloaded, including taxes and all applicable fees, and indicate the quantity.
- G. Round off figures to the nearest whole dollar amount, if possible.

- H. If any unit-priced Bid Items are included in the Awarded Contract Price, show each unit-priced Bid Item as a separate line item in the Schedule of Values. The quantity and unit price must match the values provided on the Bid Form.
- I. If the Awarded Contract Price includes any Optional Bid Items, each such Optional Bid Item must be represented separately from the Base Bid items on the Schedule of Values. The Schedule of Values must include at minimum one single line item for each Optional Bid Item awarded. Additional line items related to a specific Optional Bid Item may be utilized; however, the additional line items must be described as pertaining to the correct Optional Bid Item, and they must add up to the total amount bid for the Optional Bid Item.
- J. Verify that the sum of all items in the Schedule of Values equals the Awarded Contract Price.

1.02 APPLICATION FOR PAYMENT (PAY ESTIMATES)

- A. Format and Data Required: Submit applications for payment with itemized data as established on Schedule of Values, and Change Orders information listed at the MP (modification proposal) level of detail. Procedures and terms will be presented and reviewed at the Pre-construction Conference. An example of the required form is appended to this section.
- B. For each progress payment cycle, the Owner, Consultant, and Contractor must agree on the percentage of work completed on each line item. This will be the basis for the total amount payable identified on the Pay Estimate.
- C. Preparation of progress payment applications (“Pay Estimates”):
 - 1. Complete all required information including:
 - a. Provide information based upon the approved Schedule of Values;
 - b. Change orders approved prior to Application submittal date, with line item pricing broken down to correspond with individual modification proposals (MPs) included in the change order;
 - c. Signature of responsible officer of Contractor.
 - 2. Complete the following package of documents:
 - a. “Monthly Pay Application Cover Page”
 - b. Signed “Public Works Prevailing Wage Certification & Subcontractor List” statement (this certification is combined with Item C.2.a above)
 - c. Signed “Contract Monthly Pay Estimate”
 - d. “Summary of Waste Generated By Project” form, which must be completed in accordance with Section 01 74 19, paragraph 1.06.
 - 3. Submit the Pay Estimate package (all 4 forms described in Item C.2 above) to the Consultant, who will review and take one of the following actions:
 - a. Approve requests for payment by signing the Pay Estimate and forwarding it to the Owner for his/her review, approval, and processing; or
 - b. Reject the package by returning it to the Contractor with requested changes.
- D. Substantiating Data for Progress Payments:

1. When the Owner or Consultant requires substantiating data, the Contractor must submit suitable information with cover letter including:
 - a. Project Name.
 - b. Application number and date.
 - c. Detailed list of enclosures.
 - d. For stored products: Identify item as shown on application; describe specific material; provide invoice from supplier.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTIO

SCHEDULE OF VALUES

PROJECT TITLE: _____ PW Contract No. _____
 Contractor Name: _____ Notice to Proceed Date: _____
 Contractor Address: _____ Substantial Completion Date: _____
 _____ Physical Completion Date: _____
 Ordinance Number: _____ Working Days for Subst Compl: _____
 Activity (WC) Number: _____ Retainage % _____

Item #	Spec. Section	Item Description	Quantity	Unit Cost	Subtotal
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
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SAMPLE

CONTRACT TOTAL AMOUNT

APPROVAL SIGNATURES

CONTRACTOR CONST MANAGER _____	DATE _____	PARKS PROJECT MANAGER _____	DATE _____
DESIGNER/CONSULTANT _____	DATE _____	PARKS CONSTRUCTION M MANAGER _____	DATE _____
		PARK ENGINEER _____	DATE _____

PART 1 - GENERAL

1.01 PRE-BID SITE MEETING:

- A. Scheduling of Meeting: If a Pre-Bid site meeting is to be held, the date, time, and location will be shown in the Bid Notice. If the Pre-Bid site meeting is mandatory, at least two meetings will be scheduled.
- B. Attendance and Attendance Lists: The Pre-Bid site meeting is typically attended by the Owner, the Consultant, the Contractor, Subcontractors, and Suppliers. The Consultant will compile an attendance list based on actual attendance. Attendance lists will be posted as Addenda. Each attendee is responsible to ensure that their name and company is accurately included on the attendance list.
- C. Mandatory Pre-Bid Site Meeting: If the pre-bid site meeting is mandatory, a representative for each Contractor planning to submit a Bid must be present for at least one of the scheduled meetings. The Owner will reject any Bid submitted by a Bidder that was not in attendance for at least one of the Pre-Bid site meetings. The attendance lists provided will be used to verify whether each Bidder attended a mandatory Pre-Bid site meeting.
- D. Agenda: The following topics will be addressed by the Owner and/or Consultant as applicable:
 - 1. The Owner: Introduction, general scope, budget, schedule, special permits, requirements, review of the inclusion plan requirements, other special administrative conditions and/or requirements.
 - 2. The Consultant: Review of project drawings, technical specifications, and any special technical conditions and/or requirements affecting the project.
 - 3. Tour of the Work Site: If feasible, with additional comments from the Owner and/or the Consultant.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. The Owner will establish the date, time and place for the pre-construction conference. The Owner will conduct the meeting to review responsibilities, procedures, personnel assignments and to exchange preliminary submittals. The Consultant will prepare meeting minutes using a format to be provided by the Owner. Copies of the minutes will be distributed by the Consultant at the first progress meeting.
- B. Attendees: The Owner, the Consultant, the Contractor and his/her superintendent, major subcontractors, manufacturers, suppliers and other concerned parties.
- C. Submittals: The Contractor must provide the Submittals indicated in paragraph 1.02.D below, as applicable.
- D. Agenda: The following items will be reviewed at the meeting using a format provided by the Owner.
 - 1. Lines and methods of communication between the Owner, Consultant and Contractor.

2. Contract Compliance.
3. Coordination of Project.
 - a. Owner’s inspections.
 - b. Construction Inspection Plan.
 - c. Special inspections/testing.
 - d. Working hours.
 - e. Date, time and location for weekly construction meetings.
 - f. Safety.
 - g. Traffic control.
 - h. Sound restrictions – (SMC) 25.08.
 - i. Verification of schedule compliance and remaining construction days.
4. Owner-provided control surveys.
5. Submittals and information to be provided by Contractor at meeting:
 - a. Identification of Contractor's Personnel: Project Manager, Superintendent, other key personnel;
 - b. Traffic Control Plan;
 - c. Temporary Vegetation, Soil, and Tree Protection Plan;
 - d. Subcontractor Applications;
 - e. Critical Path Schedule (preliminary);
 - f. Schedule of Values.
 - g. List of required submittals and Shop Drawings for long-lead items and Work subcomponents, as detailed in Specifications;
 - h. List of Subcontractors List;
 - i. List of Material Suppliers;
 - j. Prevailing Wage Reports;
 - k. Mark-up Agreement Form
 - l. Preliminary data and information.
6. Procedures and sample Pay Estimate form, including prevailing wage certification and “Summary of Waste Generated by Project” form.
7. Procedures and examples of Design Clarification, Field Directives, Modification Proposals (MP), and Change Orders.
8. Procedures for submitting submittals/shop drawings and requesting substitutions.
9. Responsibility of contractor to maintain record documents.
10. Emergency Telephone List.
11. Special Items:
 - a. Safety Data Sheets (SDS) for chemicals and materials to be used during construction or incorporated into the Work.
 - b. Work Limits/Security and safety-first aid procedures and confined spaces procedure.
 - c. Adjoining Work (if any) in progress.
 - d. Permits.
 - e. Staging, deliveries, and contractor/employee parking.
12. Verification of Drawings and Project Manual by Contractor.
13. Notice to Proceed date.
14. Other.

1.03 PROGRESS MEETINGS

- A. The Owner will conduct the weekly progress meetings on a day, time and location determined at the pre-construction conference. The Consultant will take and prepare weekly project minutes using a format provided by the Owner. Copies of the minutes will be distributed to attendees at least four calendar days prior to the next meeting. A copy of the minutes will be provided to the Owner.
- B. Attendees: Owner, Consultant, Contractor, Facility Operator, and other concerned parties such as contractor's superintendent, subcontractors, and material suppliers.
- C. Agenda: The following items will be reviewed and discussed at each progress meeting, using a format provided by the Owner:
 - 1. Review and approve minutes of the previous meeting.
 - 2. Review status, progress, issues related to compliance with construction schedule and identify Working Days used and remaining under the Contract and any request for time extensions.
 - 3. Review Critical Path schedule and two-week look-ahead schedule. Determine if schedule needs to be updated to reflect any changes. Develop and maintain a work item schedule status report using a format provided by the Owner.
 - 4. Review status/issues/problems of work in progress and action items. Create new action items as needed.
 - 5. Review new Work that has started prior to the last meeting and/or will be started before the next meeting and identify any issues, concerns, or problems requiring action.
 - 6. Establish and maintain a submittal/shop drawing log showing status for all such items/needs identified in the Specifications, using a format provided by the Owner. Review status of long-lead time items that may require expedited review.
 - 7. Establish and maintain log and status of Design Clarifications, Field Directives, MP, and Change Orders, using a format provided by the Owner. Review status of pending actions, degree of completion, and the need for processing change orders.
 - 8. Review status of special testing if required and implementation of inspection schedule.
 - 9. Review changes to record documents.
 - 10. Review status of Work in progress or completed, and pending pay estimates.
 - 11. Review other issues affecting implementation of project.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

PART 1 - CRITICAL PATH SCHEDULE AND SCHEDULE CONSTRAINTS

1.01 CRITICAL PATH SCHEDULE

- A. **GENERAL REQUIREMENTS:** The scheduling of the Work is the responsibility of the Contractor. The construction of this project must be planned and tracked by use of a conventional Critical Path Method (CPM) schedule, which must be prepared, maintained, and regularly updated by the Contractor.
- The Owner's review and acceptance of any critical path schedule does not transfer any of the Contractor's responsibilities to the Owner or to the Owner. Acceptance implies only that the Owner has determined that the Critical Path Schedule submittal with any noted exceptions is within reasonable conformity to the requirements of the Contract. Acceptance of any schedule does not relieve the Contractor of responsibility to complete the Work within the required Contract Time.

All schedules shall must the requirements outlined in this Section. If the Owner deems that the CPM Schedule is not within reasonable conformity to these specifications, it will be returned to the Contractor for correction and re-submittal.

1. **Terminology:**

- a. *Critical Path:* The series of sequentially-linked activities in a project schedule that will take the longest total amount of time to complete. Therefore, at any point in time, the critical path will be the path with the least amount of total float. The critical path does not have to follow the same logic path from start to finish and need not have zero total float.
- b. *Critical Task:* A discrete work activity within a critical path.
- c. *Float:* The number of days that a scheduled activity can be delayed without affecting a given intermediate milestone or Physical Completion Date.
- d. *Milestone:* A zero-duration task marking the completion of a significant body of work or important date/event associated with the Contract.
- e. *Summary Task:* A general name/descriptor that encompasses multiple linked, related subtasks. A summary task may be a broad category of work (e.g. electrical, grading, plumbing, etc.), phasing designation, or a locational reference (e.g. north site, playfield area, etc.).

2. **Scheduling Guidelines:** The baseline CPM Schedule and each Critical Path Schedule update must conform to the following guidelines:

- a. Schedules must be prepared, viewed, and printed utilizing standard Gantt-chart format.
- b. Show all activities necessary to complete the Work.
- c. Each task must be named/described in sufficient detail to understand the scope of work encompassed by that task. Overly-broad descriptors (e.g. "grading", "electrical", "plumbing", etc.) may be rejected by the Owner, especially when in conjunction with long durations.
- d. Broad descriptions (e.g. "grading, "electrical", "plumbing", etc.) are generally only acceptable when they are used as Summary Tasks.
- e. Activities must be assigned durations consistent with the activity's scope of Work, presuming that Work will be done continuously over the entire task duration. Float time must not be represented as a part of the task duration. Excluding the Preliminary CPM Schedule, the maximum duration for any one task/activity must be ten (10) Working Days unless otherwise accepted by the Owner.

- f. Sequential work activities must be linked logically by precedent/successor activities.
 - g. Display the Critical Path as a red-colored sequence within the project schedule.
Multiple parallel critical paths will not be allowed unless the Contractor can demonstrate that each of the parallel paths has minimal total float time.
 - h. Comply with all order of Work requirements included in the Contract.
 - i. Show durations in Working Days.
 - j. Show Contract milestones including the following:
 - Notice to Proceed Date,
 - Substantial Completion Date,
 - Physical Completion Date,
 - Any milestones defined in the Special Provisions of this Contract,
 - Other milestones at the discretion of the Contractor
 - k. Show required submittals for significant activities. Establish discrete work activities for provision and review of submittals, ensuring durations conform to the time allowed by the Contract.
 - l. Identify special labor or equipment needs that may constrain or limit the Contractor's ability to perform project tasks simultaneously. These may be shown as "Resources" within the CPM schedule, or described separately in narrative format.
 - m. Show procurement, manufacture and delivery activities for significant material items of Work that affect the schedule.
 - n. Show significant Owner activities and/or delivery of Owner-supplied materials that may impact the schedule.
 - o. Show significant elements of the Construction Stormwater and Pollution Prevention Plans. These elements may include but are not limited to the installation and removal of erosion/sedimentation controls, and stormwater control.
 - p. Include project close-out items such as punch-list items, provision of O&M manuals and as-built drawings.
3. **Owner's Time:** Unless otherwise specified in the Contract, the Contractor must allow the Owner sufficient time to perform inspections, reviews, administrative tasks, and other such activities. If not defined elsewhere in the Contract "sufficient" time will be construed as "customary or normal" for the type of work involved.
 4. **Float Time:** Float available in the CPM Schedule, at any time, shall not be considered for the exclusive use of either the Contractor or the Owner. However, any float used by the Owner that is later needed by the Contractor and results in delay to the critical path may be considered an excusable non-compensable delay.

B. SCHEDULE TYPES

1. **PRELIMINARY CPM SCHEDULE:** The Contractor must prepare and submit a preliminary critical path schedule at the preconstruction conference. The preliminary schedule must show the first 30 Days of Work in reasonable conformity to these Specifications. The remaining schedule may show the critical path schedule using broad Work activities, and major milestones and durations for the purpose of review and discussion at the preconstruction conference.
2. **BASELINE CPM SCHEDULE:** The Contractor must submit for Owner's review and acceptance a baseline CPM Schedule no later than five (5) Working Days after receipt of the Notice to Proceed.
Within five (5) Working Days of the Owner receiving the submittal, the Owner and the Contractor must meet for joint review, correction, and adjustment of the initial

baseline CPM schedule. Within five (5) Working Days after that, the baseline schedule must be resubmitted to the Owner showing the agreed upon adjustments. Adjusted baseline CPM schedules submitted by the Contractor will be reviewed by the Owner and returned to the Contractor within five (5) Working Days of the Owner's receiving the submittal. If necessary, the joint review and adjusted schedule submittal process may be repeated. However, the Baseline CPM Schedule must be finalized within 25 Working Days after Notice to Proceed.

3. CPM SCHEDULE UPDATES: The Contractor must submit CPM Schedule updates:
 - Monthly;
 - Whenever changes occur that have potential to delay substantial or physical completion by 5 or more Working Days;
 - Within 5 Working Days of request by the Owner
 - Within 5 Working Days of achieving Substantial Completion.
- a. Progress Meetings: At the discretion of the Owner, progress meetings may be held monthly for the purpose of updating the CPM schedule. Progress will be reviewed to verify actual start and finish dates, remaining duration and percent complete of uncompleted activities, and any proposed revisions to the schedule. The Contractor must provide the Owner with the status of activities at such meetings and prepare schedule updates based on this information once it has been verified and agreed upon. If the work is in accordance with the last accepted CPM schedule, the Owner may waive the monthly update or the final as-built CPM schedule.

The updated CPM schedule must accurately convey Work progress and the schedule for future work as discussed in the progress meetings or it will be rejected by the Owner and returned to the Contractor for correction and resubmission.
- b. Presentation of Updated Schedules: CPM Schedule updates must conform to the following additional requirements:
 - 1) Schedule updates must be presented in a "Tracking Gantt" format, showing two sets of Gantt-style progress bars consisting of 1) the latest approved Baseline CPM versus 2) a combination of the actual start/finish progress of completed tasks and projected start/finish dates of uncompleted tasks.
 - 2) Include columns showing actual or projected start and finish dates of all activities. Identify changes to activity precedents, successors, and/or constraints that have altered the critical path.
 - 3) Highlight any new activities or additional activities resulting from the restructuring/splitting of existing baseline activity(ies).
 - 4) Identify the current critical path, which could vary from the baseline critical path due to actual Work progress, additional work, or changed conditions.
 - 5) Unresolved issues or disputes with asserted time effects may be reflected in a schedule update by comparing the Baseline critical path to the revised critical path shown in an updated schedule.
 - 6) If Work cannot be completed within the Contract Time, the updated schedule must reflect the earliest completion date practicable, and a narrative must be provided by the Contractor addressing the reason(s) behind the delay. Acceptance of late completion schedules will be at the discretion of the Owner and does not relieve the Contractor from Liquidated Damages.

- 7) When requested by the Owner, a written narrative describing the project schedule status, the critical path and any revisions to the schedule must be included with the updates.
4. 3-WEEK LOOK-AHEAD SCHEDULE: At each regular (weekly) construction progress meeting, the Contractor must submit a look-ahead schedule showing the anticipated Contractor Work activities, Subcontractor Work activities, any Owner activities impacting the Work, and/or major Material deliveries for the next 3 weeks. Include the description, duration and sequence of Work, and highlight any deviations between planned and regular hours of Work.
The 3-week look-ahead may be reduced to a 2-week look-ahead with the approval of the Owner.
Unless otherwise specified in the Contract, the Contractor must notify the Owner at least 2 Working Days in advance of changing Work as shown in the look-ahead schedule; an updated look-ahead schedule must be submitted with such notification.
- C. SUBMITTALS: The Contractor must submit one (1) paper copy of the CPM schedule (in Gantt chart format, with columns displayed to show predecessors and successors of each activity) and any accompanying narrative; and one (1) full electronic copy in selected CPM software format. Unless approved otherwise by the Owner, the CPM Schedule must be printed on 24" x 36" paper or larger. The CPM Schedule and any narrative must also be submitted in PDF format.
The Gantt chart format is a standard method of presenting schedule information. The following standard requirements apply:
1. The schedule must include a horizontal time scale consistent with the project calendar.
 2. Each activity/task/milestone must be listed in order of start date in a tabular grid to the left of the time scale. The tabular grid must include the task number, description, start date, finish date, predecessors, successors, and float time. Baseline schedules must show the baseline-planned start and finish dates. Update schedules must show the actual/projected start and finish dates.
 3. Each activity must be provided with a corresponding task bar in the horizontal time scale, with a plotted length conforming to its duration and dates.
 4. Linked activities must be indicated by logic arrows in the timescale portion of the Gantt chart, as needed to clearly show the sequence and interdependence of all activities required for complete performance of all items of Work under the Contract.
 5. Activities on the critical path must be highlighted using red task bars.
- The electronic copy of the Critical Path Schedule must be compatible with Microsoft Project or other Owner approved software. The Contractor shall submit a functional and complete CPM schedule electronically via email, on compact disk (CD), or other medium accepted by the Owner.

- D. SCHEDULE DEVIATIONS: The Contractor, or its Subcontractor(s), must not deviate from the projected start and completion times for major phase(s) of the Work shown on the accepted CPM Schedule without providing at least fourteen (14) Days advance notice to the Owner. Failure to notify the Owner of a deviation from projected start and completion times for a major phase of the Work shown on the schedule may impact costs to the Owner, including the cost of additional community outreach to communicate changes in schedule to the public. Resulting costs due to this “failure to notify” are the responsibility of the Contractor. The Owner will deduct these costs from any payment due or to become due to the Contractor.
- E. EARLY COMPLETION: The Owner has established the number of Working Days allowed for Substantial Completion and Physical Completion within Division 00 52 00 Agreement Form submitted with the Bid, and these timeframes may only be amended by subsequent change order(s). The Owner allocates resources to a Contract based on the Contract Time. The Owner will review and accept a Critical Path Schedule indicating an early Substantial and/or Physical Completion Date but cannot guarantee the accuracy of the Contractor’s accelerated schedule, nor that Owner resources will be available to meet the accelerated schedule. No additional compensation or time will be allowed if the Contractor is not able to meet its accelerated schedule due to the unavailability of Owner resources, for unforeseen conditions, or for other reasons beyond the Owner's control.
- F. PAYMENT: Compensation for the cost necessary to complete the Work described in this section is considered incidental to and included in all Bid items of Work. No separate payment will be made for the work required in this section.

1.03 SCHEDULE CONSTRAINTS

The Contractor’s CPM schedule must reflect constraints imposed by applicable laws and regulations, and those specified in the Contract. Constraints include but are not limited to the following:

- 1. Submittal Requirements and Review Durations per Section 01 33 10 - Submittals.
- 2. Holiday Construction Moratorium per Section 01 10 00 - Summary of Work.
- 3. Safety Restrictions per Section 01 35 29 - Health & Safety.
- 5. Environmental Restrictions per Section 01 57 19 - Temporary Environmental Pollution Control.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

PART 1 - GENERAL

- 1.01 DESCRIPTION: This Section describes administrative and procedural requirements for Submittal of Shop Drawings, Product Data, Samples, the Submittal Schedule, and other miscellaneous administrative and quality control Submittals.
- 1.02 RELATED SECTIONS: Other Sections containing requirements related to this Section include, but are not limited to:
- A. Section 01 32 13 - Progress Schedules
 - B. Section 01 77 19 - Contract Closeout
 - C. Section 01 78 39 - Record Documents
- 1.03 SUMMARY
- A. Submittal Schedule: The Submittal Schedule must document the Contractor's plan for the provision of each and every Contract Submittal requirement in advance of incorporation of Submittal material(s) into the physical Work of the Contract, as needed to provide adequate review, resubmittal, and approval time to execute the Work of the Contract without delay and in accordance with Contract requirements. Refer to Paragraph 1.05 below.
 - B. Shop Drawings include, but are not limited to, the following: (Note: standard product information prepared without specific reference to the Project does not constitute a Shop Drawing).
 - 1. Fabrication drawings
 - 2. Installation drawings
 - 3. Setting diagrams
 - 4. Shopwork manufacturing instructions
 - 5. Templates and patterns
 - 6. Schedules
 - C. Product Data include, but are not limited to, the following:
 - 1. Manufacturer's product data
 - 2. Manufacturer's standard installation instructions
 - 3. Standard color charts
 - 4. Catalog cut sheets
 - 5. Roughing-in diagrams and templates
 - 6. Standard wiring diagrams
 - 7. Printed performance curves
 - 8. Operational range diagrams
 - 9. Mill reports
 - 10. Standard product operating and maintenance manuals
 - D. Samples include, but are not limited to, the following:
 - 1. Partial sections of manufactured or fabricated components

2. Small cuts or containers of materials
 3. Complete units of repetitively used materials
 4. Swatches showing color, texture, and/or pattern
 5. Color range sets
 6. Components used for independent inspection and testing
- E. Quality control Submittals include, but are not limited to, the following:
1. Design data
 2. Certifications
 3. Manufacturer's instructions
 4. Manufacturer's field reports
- F. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative Submittals. Such Submittals include, but are not limited to, the following:
1. Permits
 2. Schedule of Values
 3. Mark-Up Agreement
 4. Applications for Payment
 5. Performance and payment bonds
 6. Insurance certificates
 7. Warranties
 8. Listing of subcontractors

1.04 DEFINITIONS

- A. *Field Samples*: Full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- B. *Intermediate Submittals*: Submittals specifically intended to convey a portion of the overall information needed for the related Work. Such Submittals may identify long-lead items/material that are acceptable for advance ordering, initial/preliminary information requiring preapproval for subsequent development, and other such intermediate items as may be appropriate or convenient for expediting overall Work progress and/or schedule needs. Intermediate Submittals may be specifically identified in the Contract Documents or identified by mutual agreement between the Contractor and Owner during the course of Work.
- C. *Mock-ups*: Full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.
- D. Submittal Schedule: See Paragraph 1.05 below.

1.05 SUBMITTAL SCHEDULE

- A. The “Submittal Schedule” must be developed by the Contractor and submitted at the Pre-Construction meeting for Owner’s and Consultant’s review.
 - 1. The Submittal Schedule is considered a separate document from the Critical Path (CPM) Schedule and other schedules separately described in Section 01 32 13.
 - 2. The information included in the Submittal Schedule must be limited to activities related to required Contract Submittals.
 - 3. The Submittal Schedule must be coordinated and consistent with the CPM Schedule and all other schedules pertaining to the Work.
 - 4. It is acceptable for the Submittal Schedule to consist of a subset of activities included in the CPM Schedule, provided the CPM Schedule contains detailed information meeting the requirements of this Section.

- B. Prepare the schedule in chronological order. Provide the following information:
 - 1. Schedule date for the first Submittal
 - 2. Related Section number
 - 3. Submittal category (Shop Drawings, Product Data, etc.)
 - 4. Name of the subcontractor
 - 5. Description Work to which the Submittal pertains
 - 6. Scheduled date for resubmittal
 - 7. Scheduled date for the Consultant’s final release or approval

- C. Distribution: Following the Consultant’s response to the initial Submittal schedule, print and distribute copies to the Consultant, Owner, subcontractors, and other parties required to comply with Submittal dates indicated. When revisions are made, distribute to the same parties. Delete parties from distribution when they have completed their portion of the Work and are no longer involved in construction activities.

- D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule prior to the next regular project meeting.

1.06 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of Submittals with performance of construction activities. Transmit each Submittal to the Consultant sufficiently in advance of schedule performance of related construction activities to avoid delay.
 - 1. Coordinate each Submittal with other Submittals and related activities that require sequential activity including:
 - a) Testing
 - b) Purchasing
 - c) Fabrication
 - d) Delivery
 - e) Other Submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of multiple related Submittals to avoid delay in processing because of the Consultant’s need to review Submittals concurrently for coordination.
 - a) The Consultant reserves the right to withhold action on a Submittal requiring coordination with other Submittals until related Submittals are received.

3. Processing: The Contractor must provide Submittals in advance of related Work activities to ensure the minimum required Working Days are provided for the Submittal review and approval process. Minimum review times are as follows:
 - a) Ten (10) Working Days for the Consultant's initial review of each Submittal,
 - b) Fifteen (15) Working Days if both the Owner's and the Consultant's review is required.
 - c) Allow additional time if the Consultant must delay processing to permit coordination with subsequent Submittals. The Consultant will advise the Contractor when a Submittal being processed must be delayed for coordination.
 - d) When Intermediate Submittals are required, each Intermediate Submittal must be treated in the same manner as an initial Submittal.
 - e) If a Submittal is rejected or otherwise not approved and requires resubmission, five (5) Working Days are required for each resubmittal that may be required until approval is achieved.
 - f) No extension of Contract time will be authorized because of the Contractor's failure to transmit Submittals to the Consultant sufficiently in advance of the Work to allow the minimum required review time.
 - g) No extension of Contract time will be authorized for Submittal items that are rejected or otherwise require resubmission due to need for revision.

- B. Submittal Preparation:
 1. Place a permanent label or title block on each Submittal for identification.
 2. Indicate name of the firm or entity that prepared each Submittal on the label or title block.
 3. Provide a space approximately 4 by 5 inches (100 x 125 mm) on the label or beside the title block to record the review and approval status markings and the action taken by the Consultant.
 4. Include the following information on the label for processing and recording action taken:
 - a) Project name
 - b) Date
 - c) Name and address of the Consultant
 - d) Name and address of the Contractor
 - e) Name and address of the subcontractor
 - f) Name and address of the supplier
 - g) Name of the manufacturer
 - h) Number and title of appropriate Specification Section
 - i) Drawing number and detail references, as appropriate
 - j) Similar definitive information as necessary

- C. Submittal Transmittal: Package each Submittal appropriately for transmittal and handling. Transmit each Submittal from the Contractor to the Consultant and to other destinations by use of a transmittal form. The Consultant will return Submittals received from sources other than the Contractor.
 1. Record relevant information and requests for data on the transmittal form. On the form, or an attached separate sheet, record deviations from the requirements of the Contract Documents, including minor variations and limitations.

2. Include the Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
- D. Ordering Materials or Components Requiring Submittal Review: Unless specifically authorized by the Owner, do not order or procure materials or components before all related Submittals have been reviewed and approved in accordance with the Contract requirements. The Owner will not pay for any unauthorized component or material incorporated in the Work until and unless all related Submittals have been reviewed and approved per Contract requirements. Furthermore, any such Work that does not achieve related Submittal approval will be construed as Defective or Unauthorized Work per Section 00 72 00.

1.07 SHOP DRAWINGS

- A. Submit newly prepared information, drawn accurately to scale. Do not reproduce Contract Documents or copy standard printed information as the basis of Shop Drawings.
1. Include the following information on Shop Drawings:
 - a) Identification of products and materials included
 - b) Compliance with specified standards
 - c) Notation of coordination requirements
 - d) Notation of dimensions established by field measurement taken by the Contractor
 - e) Correlation of Shop Drawings to Contract Documents by reference to sheet number, details, schedule and/or room number.
 2. Specifically note and bring to the Consultant's attention any deviations from the Contract Documents that appear on the Shop Drawings.
 3. Shop Drawing copies used for Work must bear the appropriate final stamp or other marking indicating approval for Construction by the Consultant. Any Work done based on Shop Drawings that have not been reviewed and approved by the Consultant will be treated as Defective or Unauthorized Work per Section 00 72 00.
 4. 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 42 inches (750 by 1050 mm). For electronic submittals, ensure that the document is formatted correctly for plotting/printing.
 5. Copies: The submittals may be submitted electronically.

1.08 PRODUCT DATA

- A. Collect Product Data into a single Submittal for each element of construction or system. Mark each copy to show which choices and options are applicable to the project.
1. Where Product Data includes information on several similar products, some of which are not required for use on the Project, mark copies clearly to indicate which products are applicable.
 2. Where Product Data must be specially prepared for required products, materials, or systems because standard printed data are not suitable for use, submit as Shop Drawings, not Product Data.
 3. Include the following information in Product Data:
 - a) Manufacturer's printed recommendations

- b) Compliance with recognized trade association standards
 - c) Compliance with recognized testing agency standards
 - d) Application of testing agency labels and seals
 - e) Notation of dimensions verified by field measurement
 - f) Notation of coordination requirements
4. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed. Include a signed certificate of compliance with each Product Data Submittal.
- B. Submittals: electronic submittals are acceptable.
- C. Distribution: Furnish copies of final Product Data Submittal to the manufacturers, subcontractors, suppliers, fabricators, installers, governing authorities and others as required for performance of the construction activities. Show distribution on transmittal forms.
1. Do not proceed with installation of materials, products, and/or systems until a copy of reviewed and accepted Product Data applicable to the installation is in the Installer's possession.
 2. Do not permit use of unmarked copies of Product Data in connection with construction.

1.09 SAMPLES

- A. Samples must be submitted for all paints, floorings, surfacing materials, paving, and other such materials/products incorporated in the Work, and as additionally described or required elsewhere in the Contract Documents. Submit full-size, fully fabricated Samples, cured and finished in the manner specified, and physically identical with the material or product proposed for use.
1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Consultant's instructions where so indicated. Include the following information:
 - a) Generic description of the Sample
 - b) Size limitations
 - c) Sample source
 - d) Product name or name of manufacturer
 - e) Compliance with recognized standards
 - f) Compliance with governing regulations
 - g) Availability
 - h) Delivery time
 2. Submit Samples for review of kind, color, pattern, and/or texture for a final check of these characteristics with other elements and for a comparison of these characteristics between the final Submittal and the actual component as delivered and installed.
 - a) Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented by a Sample, submit at least 3 multiple units that show approximate limits of the variations.
 - b) Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operation, and similar construction characteristics.

- c) Samples not incorporated into the Work or otherwise designated as the Owner's property belong to the Contractor and must be removed from the site prior to Substantial Completion.
- B. Intermediate Submittals: Where Samples are provided for selection of color, pattern, texture, or similar characteristics from a manufacturer's range of standard choices, submit a single, full set of available choices for the material or product.
 - 1. Intermediate Submittals will be reviewed and returned with the Consultant's marking indicating selection (if approved) and action taken.
- C. Submittals: Except for Samples intended to illustrate assembly details, workmanship, fabrication techniques, connections, operation, and other characteristics, submit 3 sets of Samples. The Consultant will return one set to the Contractor marked with the action taken, retain one set, and transmit one set to the Owner.
 - 1. Maintain sets of Samples, as returned by the Consultant, at the project site, available for quality-control comparisons throughout the course of construction activity.
 - 2. Unless the Consultant or Owner observes noncompliance with the Contract requirements, the Submittal may serve as the final Submittal.
 - 3. Samples and sample sets may be used for quality control comparisons related to acceptance of the Work associated with each Sample. If the finished Work does not match the Sample in any respect (including, but not limited to, color, finish, pattern, texture, consistency, material properties, etc.), the Work will be treated as Defective or Unauthorized per Section 00 72 00.
- D. Distribution of Samples: Distribute additional sets of Samples to the subcontractors, suppliers, fabricators, manufacturers, installers, governing authorities, and others as required for performance of the Work. Show distribution on transmittal forms.
- E. Field Samples specified in individual Specification Sections are special types of Samples. Comply with Sample Submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.10 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control Submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control Submittals as additionally described or required elsewhere in the Contract Documents.
- B. Certifications: When the Contract requires certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with the specified requirements. Such Certification must be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for Submittal of inspection and test reports from independent testing agencies are specified in Section 01 45 00 - Quality Control.

1.11 CONSULTANT'S ACTION

- A. Unless specifically stated otherwise, every Submittal must be reviewed by the Consultant, and the Consultant will take appropriate action to accept, reject, or return the Submittal for subsequent revision/correction by the Contractor based on that review. The Consultant will respond consistent within the timeframes described in Section 1.06.A.3 above and per the approved Submittal Schedule described in Section 1.05 above.
 - 1. Compliance with Contract requirements is the Contractor's responsibility. Review, acceptance, and any other action related to any Submittal, regardless of whether such action is taken by the Consultant or the Owner, is intended primarily as a quality control measure, and shall not relieve the Contractor of the responsibility to comply with Contract Requirements.
 - 2. If the Submittal involves changes to the Drawings and/or Specification requirements, or contains information not reviewed and approved by the Owner as part of the Contract Documents, the Owner shall also review and approve the Submittal. Additional time is required for such review per Paragraph 1.06.A.3 above.

- B. Action Stamp: The Consultant will stamp each Submittal with a uniform action stamp. The Consultant will mark the stamp appropriately to indicate the action taken, as follows:
 - 1. Final Unrestricted Release: Where Submittals are marked "No Exceptions Taken," the Work covered by the Submittal may proceed, provided it complies with the requirements of the Contract Documents. Final acceptance will depend on that compliance.
 - 2. Final-but-Restricted Release: Where Submittals are marked "Make Corrections Noted," the Work covered by the Submittal may proceed provided it complies with both the Consultant's notations and corrections on the Submittal and requirements of the Contract Documents. Final acceptance will depend on that compliance.
 - 3. Returned for Resubmittal: When a Submittal is marked "Revise and Resubmit," do not proceed with the Work covered by the Submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new Submittal according to the Consultant's directions. Resubmit without delay. Repeat if necessary to obtain an action mark that will allow the Work to Proceed.
 - a) Do not permit Submittals marked "Revise and Resubmit" or "Rejected" to be used at the project site or elsewhere where construction is in progress.
 - 4. Other Actions: When a Submittal is primarily for informational or record purposes or for special processing or other activity, the Submittal will be returned, marked "Action Not Required," or "Not Reviewed."

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

PART 1 - GENERAL

- 1.01 SUMMARY: This section includes administrative and procedural requirements for cutting and patching existing structures and paved areas.
- 1.02 RELATED SECTIONS: This Section relates to construction that is incidental to the overall Project and/or is not addressed elsewhere in the Contract Documents. Refer to other sections for specific requirements and limitations applicable to cutting and patching individual elements of the Work.
- A. Requirements of this section apply to mechanical and electrical installation
- 1.03 SUBMITTALS
- A. Cutting and Patching Proposal: When the Owner’s approval of cutting and patching procedures is required per Section 01 33 10, submit a proposal for the Owner’s review at least 15 Working Days in advance of when cutting and patching is anticipated. The proposal must be approved by the Owner prior to proceeding with the Work. Include the following information in the proposal, as applicable:
1. Describe the extent of cutting and patching required. Describe how it will be performed and indicate why it cannot be avoided.
 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the Work’s appearance and other significant visual elements.
 3. List products to be used and firms or entities that will perform work.
 4. Indicate dates when cutting and patching are planned to be performed.
 5. Describe methods that will be used to ensure proper prevention, containment, and/or disposal of dust, debris, sediments, chemicals, slurries, hazardous materials, and other construction byproducts. Such methods must comply with all applicable City, County, State, and Federal health and environmental codes. Submit Safety Data Sheets (SDSs) for any chemical products used during cutting and patching.
 6. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
 7. When cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
- B. The Cutting and Patching Proposal must be treated as a Submittal requiring the Owner’s review, in full accordance with Section 01 33 10 “Submittals”. The Work described by this proposal must not commence until the Submittal has been reviewed and approved in accordance with the Contract requirements. Any such Work that does not achieve related Submittal approval will be construed as Defective or Unauthorized Work per Section 00 72 00.

- C. Approval by the Owner to proceed with cutting and patching does not waive the Contractor from the responsibility to perform the Work in accordance with all applicable local, state, and federal regulations and pertinent Contract requirements.

1.04 RETAIN ORIGINAL DESIGN FUNCTION

- A. Identify Structural Elements: All affected structural elements must be specifically identified in and addressed by the Cutting and Patching proposal. Structural elements include, but are not limited to, the following:
 1. Foundation construction.
 2. Bearing and retaining walls.
 3. Structural concrete.
 4. Structural steel.
 5. Lintels.
 6. Timber and primary wood framing.
 7. Structural decking.
 8. Stair systems.
 9. Miscellaneous structural metals.
 10. Equipment supports.
 11. Piping, ductwork, vessels, and equipment
- B. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
- C. Identify Operational Elements/Systems: All affected operational systems or elements must be specifically identified in and addressed by the Cutting and Patching proposal. Such elements include, but are not limited to, the following:
 1. Primary operational systems and equipment.
 2. Air or smoke barriers.
 3. Water, moisture, or vapor barriers.
 4. Membranes and flashings.
 5. Fire protection systems.
 6. Noise and vibration control elements and systems.
 7. Control systems.
 8. Communication systems.
 9. Conveying systems.
 10. Electrical wiring systems.
- D. Requirements for Operational Elements/Systems: Do not cut and patch operating elements, systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, systems, or related components in a manner that would result in increased maintenance or decreased operational life or safety.
- E. Visual/Aesthetic Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Owner's opinion, reduce the pre-existing aesthetic qualities. Do not cut and patch construction in a manner that would result

in visible evidence of cutting and patching. Remove and replace any construction cut and patched in a visually unsatisfactory manner, as determined by the Owner.

1.05 WARRANTY

- A. Existing Warranties: Replace, patch, and/or repair materials and surfaces modified or damaged by construction activities in such a manner as to maintain any existing warranties currently in effect. The Contractor must request from the Owner information about existing warranties in effect before associated work commences.

PART 2 – PRODUCTS

2.01 MATERIALS – GENERAL

- A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Prior to cutting, examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- B. Prior to cutting, meet at the Project Site with parties involved in cutting and patching and the structures/surfaces being cut, including mechanical and electrical trades and utility representatives if/as applicable. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.02 PREPARATION: The following preparatory measures must be fully described in the Cutting and Patching Proposal and incorporated in the Work in accordance with the approved Proposal.

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Temporary Erosion and Sediment Control: Provide TESC measures in accordance with the Contract and applicable regulations.
- C. Safety: Utilize safety equipment, methods, and personnel as required by the Contract and applicable regulations.
- D. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Work that might be exposed during cutting and patching operations.

- E. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Avoid cutting existing pipe, conduit, or ductwork serving the Project unless absolutely necessary. If so, provide temporary or permanent alternative services prior to beginning the Work.

3.03 PERFORMANCE

- A. Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cut existing construction only to the extent necessary to accommodate execution of the related Contract Work, and as may be needed for subsequent fitting and patching required to restore surfaces to their original condition.
- C. Cutting Methods: Cut existing construction using methods least likely to damage retained elements or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.
 - 1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to required size, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
 - 4. Comply with requirements of applicable Division 2 sections when cutting and patching requires excavating and backfilling.
 - 5. When services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug-and-seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after bypassing and cutting.
- D. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - 2. 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. Where removal of walls and partitions extends one finished area into another, patch and repair floor, wall, and ceiling surfaces in the new space. Provide an even surface of uniform color and appearance. Remove existing ceiling system or finish, and floor and wall coverings, and replace with new materials as necessary to achieve uniform color and appearance.

4. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
5. Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.04 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION

PART 1 – GENERAL

1.01 DESCRIPTION: This Section covers the requirements for compliance with health and safety precautions and controls for projects without hazardous waste operations.

1.02 RELATED SECTIONS

A. Section 01 33 10 – Submittals

1.03 HEALTH AND SAFETY PLAN

A. Within five (5) days after receipt of Notice to Proceed, the Contractor must submit a site-specific Health and Safety Plan addressing health and safety management methods specific to the project. The Plan must include the following, at minimum:

1. The name of the individual at the jobsite responsible for implementation and compliance with this Plan.
 - a. The Plan must include a "Competent Person Evaluation" if the project involves excavations covered by WAC 296-155.
 - b. If applicable, the Plan must include the name and qualifications of any electrical safety observer to be provided by the Contractor.
2. Protection of the public.
3. A description of tasks to be undertaken, and equipment mobilized for this project.
4. A list of all known safety or health hazards, problems, and proposed control mechanisms.
5. Safety Data Sheets (SDS) of and procedures for use, disposal, and storage of all chemicals, products, or materials regulated by WAC 296-62 to be used by the Contractor.
6. A list of personal protective equipment, monitoring devices, and hazard-specific plans or permits as appropriate and required by State and Federal regulations.
7. A description of emergency response measures and equipment available for emergency response to address accidents and releases of materials, including but not limited to first aid, eye wash/showers, and fire extinguishing equipment. Include location of this equipment at the jobsite.
8. Emergency phone numbers contacts, and location of the nearest medical facility.
9. A monitoring and inspection plan and record keeping measures to ensure that equipment and work practices comply with this Plan.
10. Personnel names, training and notification procedures as appropriate to ensure that all jobsite personnel are familiar with the Plan elements. Include copies of training certificates.
11. Procedures for safe storage and handling of flammable liquids, in accordance with WAC 296-24-330.
12. If applicable, the Contractor must include procedures for safe storage and handling of compressed gasses in accordance with WAC 296-24-295, Compressed Gas General Requirement.
13. Other issues which the Contractor determines are appropriate and necessary to protect worker safety and health.

1.04 ACCIDENT REPORTING

- A. Serious accidents such as those resulting in treatment of an injury at a medical facility, response to the site by emergency medical personnel or damage to property other than that of the Contractor must be reported to the Owner within twenty-four (24) hours of the occurrence.
- B. A copy of each accident report which the Contractor or subcontractors have submitted to their insurance carriers must be forwarded to the Owner as soon as possible, but in no event later than seven (7) calendar days after the accident occurred.

1.05 HEALTH AND SAFETY REPRESENTATIVE

- A. The Contractor must designate a Health and Safety Representative and must ensure that each Subcontractor designates a Subcontractor's Health and Safety Representative. The Health and Safety Representative must be capable of identifying all hazards and have the authority to stop work and take immediate action to correct the hazard.
- B. The Contractor must authorize each such Health and Safety Representative to resolve safety-related issues raised by the Owner or any of its employees.
- C. The Contractor must ensure that such Health and Safety Representative is present on the Project Site whenever the Owner Safety Observer is present on the Project Site.
- D. Each Contractor's or Subcontractor's Health and Safety Representative must identify himself or herself to the Owner and the Owner Safety Observer at the briefing/tailgate conference.
- E. The Health and Safety Representative must verify that all work is performed in accordance with the Health and Safety Plan.
- F. At the daily job briefing and/or tailgate conference, Contractor must provide the Owner's representative in attendance at the meeting all relevant information on the Work to be performed, its location, and the equipment to be used.
- G. The Contractor must provide all safety equipment required for the Work.
- H. At minimum, Contractor and Subcontractor personnel directly involved in the Work must have training in:
 - 1. First aid, for each Contractor's and Subcontractor's Health and Safety Representative;
 - 2. Confined space work, if the employees will be working in or around confined spaces;
 - 3. Shoring and trenching, if work will be in excavations; and
 - 4. The Contractor's procedures for confined space rescues.
- I. Nothing in this Contract shall be construed as imposing any duty upon the Owner or any of its employees with regard to, or as constituting any express or implied assumption of control or responsibility over, Project Site safety, nor over any other safety conditions relating to employees or agents of Contractor, its Subcontractors, or the public.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Quality control and control installation.
- B. Tolerances.
- C. References.
- D. Mock-up requirements.
- E. Testing and inspection services.
- F. Manufacturers' field services.
- G. Examination.
- H. Preparation.

1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.04 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, nor responsibilities of the parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.05 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this Section and identified in respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mock-ups shall be comparison standard for remaining Work.
- D. Where mock-up has been accepted by Engineer and is specified in product specifications to be removed; remove mock-up and clear area when directed to do so by Engineer.

1.06 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.
- B. The independent firm will perform tests, inspections and other services specified in individual Specification Sections and as required by the Engineer.
 - 1. Laboratory: Authorized to operate in State of Washington.
 - 2. Laboratory Staff: Maintain full time registered Engineer on staff to review services.
 - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy

traceable to National Bureau of Standards or accepted values of natural physical constants.

- C. Testing, inspections and source quality control may occur on or off project site. Perform off-site testing as required by Engineer or Owner.
- D. Reports will be submitted by the independent firm to the Engineer, in duplicate indicating observations and results of tests and indicating compliance or noncompliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access and assistance as requested.
 - 1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- G. Re-testing or re-inspection required because of nonconformance to specified requirements shall be performed by the same independent firm on instructions by Engineer. Payment for re-testing or re-inspection will be charged to the Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
 - 1. Test samples of mixes by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Engineer and Contractor in the performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 6. Perform additional tests required by Engineer.
- I. Agency Reports: After each test, promptly submit two copies of report to Engineer, Contractor, and authority having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and specification section.
 - 6. Location in Project.
 - 7. Type of inspection or test.
 - 8. Date of test.

- 9. Results of test.
- 10. Conformance with Contract Documents.

J. Limits on Testing Authority:

- 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- 2. Agency or laboratory may not approve or accept any portion of the Work.
- 3. Agency or laboratory may not assume duties of Contractor.
- 4. Agency or laboratory has no authority to stop the Work.

1.07 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer subject to approval of Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, Manufacturers Field Reports article.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.02 PREPARATION

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

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes the list of abbreviations and symbols.
- B. Standard List of Abbreviation: Abbreviation used in the Contract Documents are restricted by those on this standardized list:

A.B.	Anchor Bolts
ABS	Acrylonitril Butadiene Styrene
A.C.	Asphaltic Concrete
ACP	Asphaltic Concrete Paving
ADD BID	Additive Bid
ADJ.	Adjacent or Adjust
ALT.	Alternate
AFF	Above Finish Floor
APPROX	Approximately
ARCH	Architecture
B.	Bottom
BOT.	Bottom
BD.	Board
BLDG.	Building
BLKOUT	Blockout
BM	Beam
BRG	Bearing
C.	Conduit
CAP.	Capacity
C.B.	Catch Basin
C.I.	Cast Iron
C.I.P.	Cast in Place
CLG.	Ceiling
CLR.	Clear
C.M.P.	Corrugated Metal Pipe
C.O.	Clean Out
COL.	Column
COMP.	Compression
CONC.	Concrete
CONN (S).	Connection(s)
CONST.	Construction
CONT.	Continuous
CONTR.	Contractor
COORD.	Coordinate
C.P.	Complete Penetration
CSP	Concrete Surface Profile
CURT. WALL	Curtain wall

C.W.	Cold Water
DEPT.	Department
DET.	Detail
D.F.	Douglas Fir
DIA	Diameter
DN	Down
DP	Drain
D.S.	Downspout
DWG(s)	Drawing(s)
E.	East
(E)	Existing
EA.	Each
EF	Each Face
EL.	Elevation
ELECT.	Electrical
ELEV.	Elevation or Elevator
EMBED.	Embedment
EQ.	Equal
EWP	Elastomeric Sheet Waterproofing
EW	Each way
EX	Existing
EXIST.	Existing
EXP.	Expansion
EXP. JT.	Expansion Joint
EXT.	Exterior
F.B.	Flat Bar
F.C.	Face of Curb
F.D.	Floor Drain
F.E.	Fire Extinguisher
F.F.	Finish Floor or Far Face
F.G.	Finish Grade
FIN FLR	Finish Floor
F.L.	Flow Line
FLR.	Floor
FLEX.	Flexible
F.O.C.	Face of Concrete
F.O.W.	Face of Wall
FS	Far Side
FT	Foot (Feet)
FTG	Footing
G.	Gas
GA	Gauge or Gage
GAL.	Gallon
GALV	Galvanized
G.B.	Grade Break

GRD.	Ground
G.S.	Galvanized steel
H.	Horizontal
HDCP	Handicap
HOR	Horizontal
HORIZ	Horizontal
H.B.	Hose Bibb
H.P.	Horsepower
HT.	Heater
IBC	International Building Code
I.D.	Inside Diameter
IN.	Inches
INT.	Interior
INV.	Invert
JT.	Joint
K.	Kips
L.	Longitudinal
LAV.	Lavatory
L.D.	Long Direction
LEDG.	Ledger
LLV.	Long Leg Vertical
LOC.	Location
L.F.	Linear Foot
L.P.	Light Pole
L.S.	Landscaping
MACH.	Machine
MAINT.	Maintenance
MAT'L	Material
MAX.	Maximum
MECH.	Mechanical
MFR	Manufacturer
MH.	Manhole
MIN.	Minimum
MISC.	Miscellaneous
M.O.	Masonry Opening
MTL	Metal
(N)	New
N.	North
N.I.C.	Not in Contract
NF.	Near Face
NFS	Non-Frost Soil
NO.	Number

NOM.	Nominal
NS.	Near Side
N.T.S.	Not to Scale
O.C.	On Center
O.D.	Outside Diameter
O.F.C.	Outside Face of Curb
O.H.	Opposite Hand
OPNG	Opening
P.C.	Precast
PL	Plate
P.P.	Power Pole
PSI	Pounds per Square Inch
P.S.	Prestressed
P.T.	Post-Tension
PUMMA	Polyurethane Methyl Methacrylate
PVMT	Pavement
P.V.C.	Polyvinylchloride
R.	Radius
RAD	Radius
R.D.	Roof Drain
REF.	Reference (s)
REINF.	Reinforcing
REL.	Relative
RET.	Return of Retain
R.O.	Rough Opening
R.P.	Radius Point
REQ'D	Required
RRR	Rub R Road
R.W.L.	Rain Water Leader
S.	South
SAN	Sanitary
SCHED.	Schedule
S.D.	Storm Drain
SDCB	Storm Drain Catch Basin
SDMH	Storm Drain Manhole
SECT.	Section
S.F.	Square Foot (Feet)
SHT	Sheet
SIM.	Similar
SL.	Slope
SOG	Slab on Grade
SPA	Spacing
SPLC.	Splicing
SS	Stainless Steel
SSD	Saturated Surface Dry

S.S.	Sanitary Sewer
STC	Storm Ceptor
STD.	Standard
STIR.	Stirrup
STL	Steel
SYM.	Symmetrical
SYMM.	Symmetrical
T.	Top or Transverse
T&B	Top and Bottom
T.C.	Top of Curb
TD	Transverse Direction
T.D.W.S.	Traffic Deck Waterproofing System
TE	Top Elevation
TEMP	Temperature
TENS.	Tension
T.G.	Top of Gutter
THK	Thick
T.O.	Top of
T.O.C.	Top of Curb
T.O.F.	Top of Footing
T.O.G.	Top of Grate
T.O.L.	Top of Ledger
T.O.P.	Top of Pavement
T.O.S.	Top of Slab or Top of Steel
T.O.W.	Top of Wall
T.P.	Top of Pavement
T.S.	Tube Steel
TYP.	Typical
U.B.C.	Uniform Building Code
U.N.	Unless Noted
U.N.O.	Unless Noted Otherwise
V.	Vertical
VAR.	Varies
VERT.	Vertical
W/	With
W.	West
W.L.	Water Line
W/O	Without
W.P.	Wall Panel
W.S.	Water Surface
WT	Weight
W.W.F.	Welded Wire Fabric

1.03 SYMBOLS

&	And
>	Angle
@	At
⊕	Center Line
φ	Diameter
'	Feet
⊕	Grid Line
"	Inches
f'c	Specified Compressive Strength of Concrete
#_____	Number
%	Percent
⌞	Plate
+/-	Plus or Minus
_____#	Pound

PART 2 - PRODUCTS Not Used

PART 3 – EXECUTION Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance
- B. Schedule of references

1.02 RELATED SECTIONS

- A. Section 00 72 00 – General Conditions: Reference Standards.

1.03 QUALITY ASSURANCE

- A. For Products or workmanship specified by association, trade or Federal Standards, comply with requirements of the Standards, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standards by date of issue current on date of Contract Documents.
- C. Obtain copies of standards when required by Contract Documents.
- D. Maintain copy at job site during submittals, planning, and progress of the specific Work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 SCHEDULE OF REFERENCES

ACI	American Concrete Institute Box 19150 Redford Station Detroit, Michigan, 48219
AGC	Associated General Contractors of America 1957 E Street N.W. Washington, D.C. 20006
AI	Asphalt Institute Asphalt Institute Building College Park, Maryland 20740
AIA	American Institute of Architects 1735 New York Ave. N.W. Washington, D.C. 20006

AISC	American Institute of Steel Construction 400 North Michigan Ave. Eighth Floor Chicago, Illinois 60611
AISI	American Iron and Steel Institute 1000 – 16 th street, N.W. Washington, D.C. 20036
ANSI	American National Standards Institute 1430 Broadway New York, New York 10017
ASTM	American Society of Testing Materials 1916 Race Street Philadelphia, Pennsylvania 19103
AWS	American Welding Society 550 LeJeune Road Miami, Florida 33135
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Ave. N.W. Washington, D.C. 20036
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, Illinois 60195
EJCDC	Engineers’ Joint Contract Documents Committee American Consulting Engineers Council 1050 – 15 th Street, N.W. Washington, D.C. 20005
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington D.C. 20407
ICRI	International Concrete Repair Institute 3166 S. River Road, Suite 132 Des Plaines, IL 60018
IMIAC	International Masonry Industry All-Weather Council International Masonry Institute 815 – 15 th Street, N.W.

Washington, D.C. 20005

NAAMM	National Association of Architectural Metal Manufacturers 221 LaSalle Street Chicago, Illinois 60601
NFPA	National Fire Protection Association 1619 Massachusetts Ave. N.W. Washington, D.C. 20036
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, Illinois 60077
PCI	Prestressed Concrete Institute 175 W. Jackson Boulevard Chicago, Illinois 60604
PS	Product Standards U.S. Department of Commerce Washington, D.C. 20203
SSPC	Steel Structures Painting Council 4400 Fifth Ave. Pittsburgh, Pennsylvania 15213
TAS	Technical Aid Series Construction Specification Institute 601 North Madison Street Alexandria, Virginia 22314
UL	Underwriter’s Laboratories, Inc. 333 Pfingston Road Northbrook, Illinois 60062
WCLIB	West Coast Lumber Inspection Bureau Box 23145 Portland, Oregon 97223
PART 2 – PRODUCTS	Not Used
PART 3 – EXECUTION	Not Used

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY OF WORK

- A. All workmanship and materials are subject to inspection by the Owner, who may select samples of materials in such number and quantities as he/she may deem necessary to determine their conformance with the Specifications and project intent.
- B. All rejected materials and Work must be promptly removed by the Contractor from the premises and adjacent surroundings.
- C. All rejected Work or materials must be promptly replaced by the Contractor to the satisfaction of the Owner.
- D. The Owner reserves the right to inspect any component of the Work at any time. Such inspections are intended to verify conformance with the design intent as well as workmanship and quality of materials. The Contractor must cooperate with the Owner's inspections.
- E. Inspection requirements are generally identified in the Specification sections pertinent to the Work. The Contractor must provide notification of readiness for inspection to the Owner a minimum of two (2) full Working Days in advance.

PART 2 – PRODUCTS - Not Used

PART 3 - EXECUTION

3.01 INSPECTION AND TESTING

- A. Upon request by the Owner, the Contractor must furnish test samples of materials at no additional cost. Tests by the Owner will be conducted in accordance with commonly recognized standards of national materials testing organizations and other test methods as deemed necessary by the Owner.
- B. Any and all materials necessary for the construction of any part of the Work and associated improvements but not otherwise specified in the Contract must be of high quality, sourced from reputable supplier(s) with minimum five years experience in the applicable industry, specifically identified to the Owner, and are subject to the Owner's approval.

3.02 SAMPLES

- A. The Contractor must prepare and submit samples required by the Contract sufficiently in advance to allow for retesting or modification of the Work, which may be required at the Owner's discretion based on the results of the Owner's evaluation of the samples, as necessary to avoid delaying the Contract's Critical Path Schedule.

3.03 REPORTING

- A. The Contractor shall maintain in an appropriate format a daily record of all work, inspections and tests performed for each shift of operations, including Subcontractor operations. These records shall provide factual evidence that continuous QC inspections and tests have been performed, including any defects, causes for rejection, proposed remedial action and corrective actions taken.

3.04 FINAL INSPECTION

- A. The Owner will conduct a final inspection after all requirements for Substantial Completion have been completed, including all punch list items identified during the Substantial Completion inspection and any other concluding Work elements identified in the Contract. Final inspection of the work by the Owner will be made no later than five (5) Working Days after receipt of Contractor's written request for final inspection.
- B. Before Final Payment will be made and before the Owner accepts the Work as complete, defects or omissions noted on the final inspection must be corrected by the Contractor to the satisfaction of the Owner and without additional cost to the Owner. See Section 01 77 19 - Contract Closeout.

END OF SECTION

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This work includes furnishing, installing, operating, maintaining, and removal of temporary construction facilities.

1.02 TEMPORARY FACILITIES

- A. All costs associated with utilities and services required by the Contractor to execute the Contract Work must be borne by the Contractor.
- B. Meals and Lodging: The Owner will not provide meal or lodging facilities for the Contractor's personnel.
- C. Temporary Buildings: The Contractor may construct or provide temporary buildings, at an approved or designated location, as may be necessary for the performance of the Work. At the completion of the Work, the Contractor must remove all temporary buildings. All costs associated with temporary buildings and related facilities must be borne by the Contractor.
- D. Toilet Facilities:
 - 1. The Contractor must provide and maintain adequate chemical toilet facilities for all individuals connected with the Work, with separate facilities for men and women.
 - 2. The Contractor must keep the toilet facilities in sanitary condition in accordance with the Washington Department of Health.
 - 3. The Contractor must remove the toilet facilities at completion of the Contract and must disinfect the premises.
- E. The Contractor must make all arrangements for temporary water, electrical, telephone and fire hydrant services. The Contractor must obtain required hydrant use permits from the Bainbridge Island public utilities, water department.
- F. The Contractor must maintain the construction area in a neat and orderly condition throughout the Contract. Food and garbage must be stored properly to prevent attracting animals and insects. Remove food and garbage from the site during non-work hours. Use appropriate controls to prevent rodent infestation of temporary facilities and the job site.
- G. Staging and stockpiling areas must be as shown on Plans/or determined during the pre-construction conference.
- H. After completion of Work, the Contractor must remove all temporary facilities and must restore the temporary facilities area(s) to original state or as may be required by the Contract.

1.03 MATERIAL DELIVERY AND STORAGE

- A. Delivery of materials must be made only during the Contractor's working hours and at such times as the Contractor has a representative available to accept delivery.
- B. The Contractor must store materials within the work site area at location(s) determined during the pre-construction conference or designated by the Owner.

1.04 TEMPORARY FIRE PROTECTION AND FIRE WATCH

- A. When, as part of a modernization project, the building's fire protection/life safety system is placed out of service and affects any occupied portion of an existing building undergoing renovation, the Owner and Architect /Engineer shall be notified as early as possible to coordinate a planned impairment and fire watch with the Contractor for both Ray Williamson Pool and Nakata pool, as the existing fire protection systems are connected.
- B. A Fire Watch is required when fire protection systems are impaired, whenever the building is occupied.
 - 1. This is a coordinated effort in which the Owner and Contractor personnel may share duties in performing a fire watch.
 - 2. Fire watch personnel shall continuously patrol all areas of the building where the fire protection system is impaired, or the entire building if the fire alarm system is impaired. All applicable areas of the building shall be visited at least once every 15 minutes.
 - 3. Identify any fire, life, or property hazards.
 - 4. Notify the local fire department if a fire is discovered by calling 9-1-1 with the exact address and type of emergency.
 - 5. Notify occupants of the facility of the need to evacuate. If the sirens or public address function of the alarm are still functional, used them to assist with evacuation of the building.
 - 6. Determine at least one means of direct communication with the fire department.
 - 7. Maintain a log of fire watch activities which indicates: address of the facility, description of fire watch duties (eg: patrol route, systems to check), list of persons conducting patrol, record of communication(s) to the fire department and monitoring company.
 - 8. Have knowledge of the location and use of fire protection equipment such as fire extinguishers.
- C. Provide and maintain fire extinguishers in the construction areas and other areas of the building during occupation.
- D. Building occupants must be notified of the impairment and of their responsibility to call 9-1-1 in case of fire and postings placed. These conditions are required during the times affected building is open for general occupancy, open to the public, or as otherwise required by code official.
 - 1. Postings shall state (modify as needed): WARNING, FIRE ALARM (OR SPRINKLERS) IS CURRENTLY INOPERABLE. A FIRE WATCH IS BEING CONDUCTED. FIRE WATCH PERSONNEL WILL NOTIFY YOU BY _____ (means of notification) IN THE EVENT THAT BUILDING EVACUATION IS REQUIRED.

- E. Cancel the fire watch once the fire protection system has been restored to service. Contact the fire department, and remove all postings.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 Description

- A. This Section describes temporary fencing Work as required by the Contract. Work includes but is not limited to the following:
 - 1. Provision of all materials required for temporary security fencing.
 - 2. Installation, continuous maintenance, and final removal of each element included in this Section.

1.02 Related Sections: In addition to the Sections listed below, all work of the Contract must be performed in compliance with the requirements of this Section.

- A. Section 01 56 39 - Temporary Tree & Plant Protection
- B. Section 01 57 00 - Construction Stormwater Control
- C. Section 01 57 13 - TESC
- D. Section 02 41 13 - Selective Site Demolition

1.03 Submittals

- A. Submit the following product information for approval prior to delivery or installation;
 - 1. Shop drawing of portable temporary fencing panels and connection hardware.

PART 2 - PRODUCTS

2.01 Temporary Chain Link Fencing: Prefabricated portable galvanized chain link fence panels including fabric, posts, top and bottom rails, and driven posts with rolled fabric & wire ties for areas of uneven terrain.

- A. Prefabricated portable fence panels must be minimum 6 feet high by maximum 10 feet wide. Post bases must be minimum 16 inches by 8 inches by 8 inches high concrete pier with sleeve for post, or as approved by the Owner. Prefabricated portable temporary fence panels must be constructed to industry standards for fixed chain link fencing.
 - 1. Posts - minimum 1-1/2" Schedule 40 galvanized steel pipe.
 - 2. Fabric - minimum 11 gauge galvanized two-inch diamond mesh steel wire interwoven. Knuckled or twisted selvage is acceptable.
- B. Bracing: Provide additional panels or outriggers as necessary to provide a rigid, stable run of fence.
- C. Driven Post Fencing:
 - 1. Posts – minimum 1-1/2" Schedule 40 galvanized steel pipe.
 - 2. Fabric - minimum 11 gauge galvanized two-inch diamond mesh steel wire interwoven. Knuckled or twisted selvage is acceptable.

3. Wire Ties – minimum 9-gauge aluminum wire.
- D. Gates must be 20 feet wide (two prefabricated panels) with double padlocks to allow Contractor and Owner vehicle entry. Hinged sides of each operating panel must include double bracketing. The Owner will provide one (1) lock keyed for Parks personnel at each entry. The Contractor must provide a lock keyed for Contractor and Subcontractor use at each entry.
- E. Signage: Provide warning signage every 50' of running fence line. Signage must be a minimum of 18" square, brightly colored with contrasting lettering. Text must read as follows, or as otherwise approved by the Owner:

WARNING
CONSTRUCTION
KEEP OUT

- F. Barbed wire is not allowed.

2.02 Temporary PVC Fencing

- A. 4' wide rolls Orange PVC Web Fencing may be utilized for low security and tree protection applications when approved by the Owner.
- B. Supporting posts must be formed of 6' lengths of #5 steel reinforcing bar (5/8" nominal diameter).
- C. Supporting post protruding ends must be fitted with OSHA-approved safety caps for #5 steel reinforcing bar.

PART 3 - EXECUTION

3.01 Authorization to Commence

- A. The Owner will issue a formal Notice to Proceed authorizing commencement of the work. No Work may begin until the date specified on this notice.
- B. Obtain required permits and permission from local governing authorities and Owner prior to commencing Work.

3.02 Temporary Security Fence: Secure the project site from trespass or unintentional entrance by unauthorized personnel.

- A. Temporary chain link fence panels:
 1. Panels must be connected mechanically by means of pre-fabricated, bolted brackets manufactured specifically for the purpose. Fencing must not be wired together.
 2. Where long straight runs result in an unstable condition, sufficient out-rigging must be incorporated to maintain fencing upright. Use only pre-manufactured outriggers or additional fence panels. Outriggers must be placed on the interior side of the fence

unless approved otherwise by the Owner. Alternatively, and where appropriate, a “zig-zag” arrangement of panels may be used for stability.

- B. Uneven Terrain:
 - 1. Where uneven terrain will not allow the use of pre-manufactured portable fence panels, or where otherwise directed by the Owner, drive posts directly into the earth plumb and 8' on center along the approved alignment.
 - 2. The Contractor is responsible for performing complete locates for underground utilities in any area to receive driven posts.
 - 3. Drive posts to sufficient depth to assure stability and durability for the life of the installation. Maintain a minimum of 6' above grade.
 - 4. Reset loose posts at the direction of the Owner.
 - 5. Secure chain link fabric to posts using approved wire ties within 6" of the top and bottom of each post, and a minimum of 18" on center between.
 - 6. Provide posts at each end of each driven post installation at a point that is sufficiently level to clamp prefabricated portable fence panels directly to the driven post installation.

- C. Where approved for short-term, low security applications, use 4' high orange PVC web fencing wired to #5 reinforcing bar “posts” set 5' maximum on center. Cap each bar with an OSHA-approved safety cap manufactured specifically for #5 reinforcing steel.

3.03 Removal: All materials and debris associated with the Work of this Section must be removed at the appropriate time as follows;

- A. When the Owner has accepted the Work as Substantially Complete, the Contractor must disassemble and remove from the premises all temporary fencing.

- B. All removal must include complete site restoration by the Contractor as required by the Contract or directed by the Owner.

END OF SECTION

PART 1 - GENERAL

1.01 Summary

- A. This section describes administrative and procedural requirements for the temporary protection of trees, shrubs, grass, vegetation, plant materials and soils not designated for removal. Such trees, shrubs, grass, vegetation, plant materials and soils must be left in place and protected from damage or injury by the Contractor during construction, using full and adequate methods of protection as described herein or as directed by the Owner. This section also includes provisions for restoration or replacement of trees, vegetation (including grass and turf), and soils that are damaged as a result of construction activities, and establishes related Warranty requirements. Work of this section may include, but not be limited to:
1. Ensure required protection of all existing trees, vegetation, and soils that may be affected by the Work of the Project.
 2. Furnish all labor, materials, equipment, supplies, and operations necessary to install and maintain temporary tree and plant protection as required.
 3. Maintain newly installed tree protection elements, including, but not limited to: fencing, woodchip mulch, landscape fabric, cabling, and signs.
 4. Restore areas damaged by construction activities. The work may include such repairs as turf and landscape renovation or replacement, and soil replacement and preparation, and other activities needed to return construction-damaged areas of the site to “as good as” or “better than” pre-existing conditions.
 5. Compliance with Contract Warranty requirements related to trees, vegetation, and soils.

1.02 References

- A. This Section incorporates by reference the following documents:
1. Council of Tree and Landscape Appraisers: *Guide for Establishing Values of Trees and Other Plants*
 2. American National Standards Institute Standards (ANSI) A300 - Pruning Standards.

1.03 Related Sections

Section 01 57 00 - Construction Stormwater Control
Section 01 57 13 - TESC
Section 01 76 00 – Protection of Existing Facilities
Section 02 41 13 - Selective Site Demolition
Section 31 00 00 - Earthwork

1.04 Definitions and Terminology

- A. *Consultant*: Individual(s) and firm(s) responsible for preparation of the Project design and related Contract documents, as well as design guidance during construction. Used interchangeably with “Designer” and “Design Consultant”.
- B. *DBH*: Diameter of a tree at Breast Height, as measured 4-1/2 feet above root crown.

- C. *Dripline*: Defined as the area on the ground beneath the outer edge of the tree’s canopy.
 - D. *Hand Excavation*: Defined as excavation by the use of hand tools only without the use of motorized equipment.
 - E. *ISA*: International Society of Arboriculture.
 - F. *Landscape Requiring Protection*: All Trees, vegetation & soils, which may be affected by the Work.
 - G. *Tree Protection Area*: All portions of the project site within the dripline of existing trees, all areas identified on the plans as a tree protection area, and all areas within or behind tree protection fencing.
- 1.05 Tree, Vegetation and Soil Protection Plan - Not Used
- 1.06 Contractor Submittals - Not Used
- 1.07 Additional Conditions
- A. The Owner may order the Work stopped if:
 - 1. Landscape protection measures are not completed prior to start of the Work;
 - 2. Unauthorized uses of protected areas are occurring; or
 - 3. Tree protection fencing is not restored within 24 hours of notice to do so.
 - B. *Tree Identification*: In all correspondence regarding Landscape Requiring Protection and tree protection systems, refer to the specific tree number on the Contract Documents, or as listed herein.
- 1.08 Replacement Plant Warranty
- A. The Contractor must replace any trees and plants which, in the opinion of the Owner, are in unhealthy or unsightly condition or that have lost their natural shape due to dead branches, excessive pruning, excessive defoliation, or other damage caused by the Contractor.
 - B. The Contractor is responsible for maintenance of all replacement trees, plants, grass, and any other vegetation during the Warranty Period. The Contractor must periodically inspect the plant materials to ensure that they are receiving proper care. The Owner may conduct periodic reviews and notify the Contractor of any areas needing attention.
 - C. The Contractor must warrant all replaced material for a period of 1 year from date of replacement.

- D. The Contractor must replace unacceptable trees/plants/vegetation no later than the next succeeding planting season. Unacceptable trees/plants/vegetation must be replaced in accordance with the original specifications.
- E. Any tree or plant that is 25 percent or more dead or disfigured is considered dead. Plants are considered disfigured when excessive dead wood has been removed or when the symmetry, typical habit of growth, or sculptural form has been impaired by the removal of dead wood.
- F. The above Warranty is applicable to any growing conditions through which plants of like kind could be expected to survive and any deformity or cause of death which could be attributed to, or affected by, the physiological conditions of the plant. The Warranty does not apply to plant losses due to abnormal weather conditions such as floods, excessive wind damage, drought, severe freezing, or abnormal rain, as determined by the National Weather Service.

PART 2 – PRODUCTS

2.01 Temporary Landscape Protection Fencing

- A. Landscape protection fencing must be comprised of the following:
 - 1. Use chain link fencing only.
 - 2. Fencing Type 1 and/or Type 2, or as designated by Owner:
 - a. Chain link fence materials including footings, posts, braces, and mesh to be used to form a 6-foot-high enclosure.
 - b. Footings:
 - 1) Type 1: no footings required.
 - 2) Type 2: above ground precast concrete block type footings, 100 pounds minimum or minimum 16" x 8" x 8" high concrete piers, with sleeves for posts.
 - c. Posts: 1-1/2 inch steel pipe, minimum. Use with approval by the Owner in areas where fence must cross existing paved surfaces or as indicated on the Contract Documents or accepted TVSPP.
 - d. Mesh: 2 inch by 2 inch, 11-gauge chain link fabric, minimum.
- B. Landscape Protection Signage: If required by owner, signage must meet the following requirements:
 - 1. Provide weather resistant, fluorescent green or yellow signs 48 inch by 48 inch with minimum of 3-inch-high letters indicating the following:
 - a. Tree Protection Warning: *"No Trespassing on the Critical Root Zone of this/these tree/trees/plants without direct approval of the Owner. Unauthorized activities or Work within the Critical Root Zone will result in a fine of \$1,500, or the appraised landscape value, whichever is greater."*
 - b. Botanical/common names.
 - c. Appraised value of plants.

PART 3 – EXECUTION

3.01 Preparation

- A. Prior to any construction activity the Contractor must:
 - 1. Review protective measures required by the Contract.
 - 2. Verify adequacy of the extent of Landscape Requiring Protection, as defined in the Contract Documents.
 - a. Protect Landscape in accordance with Contract Documents.
 - b. Coordinate with the Owner regarding areas requiring special attention as identified and specified on the Contract Documents.

3.02 Fencing and Signage

- A. Landscape protection fencing:
 - 2. Type 2 Fencing: Install fence on above ground precast concrete block type footings in locations as indicated by Contract Documents.
 - 3. Install fencing and mulch (wood chips) to protect Trees Requiring Protection from construction activities when trees are located inside the construction fence.
 - 4. For Landscape Requiring Protection located outside the construction fence, no additional protection fencing is required if construction activities will not impact the landscape. If construction activities are expected adjacent or near Trees Requiring Protection, install chain-link fencing Type 2 for the duration of any construction activities.
 - 5. Do not compact soil or use heavy equipment in the Landscape Protection Area when installing protective fencing installation.
 - 6. Provide diagonal bracing to vertical posts at corners of enclosures and wherever needed to ensure rigidity of the fencing.
 - 7. Install chain link fabric tight to grade at the bottom edge and stretched uniformly between posts. Install top of fabric 6 feet above grade, minimum.
 - 8. Install fabric to form continuous fencing as indicated on Contract Documents. Attach fabric to posts 12 inches on center with 11-gauge wire ties securely fastened, or with bolted ring clips, and to top rail 3 feet on center maximum.
 - 9. Attach orange flag strips 12 inches long at 3 feet on center along the fence, 5 feet above grade.
 - 10. Provide 1 locked gate at each fenced area.
- B. Landscape Protection Signage:
 - 1. Securely attach at least one landscape protection sign to each landscape protection area fence. Multiple signs may be required for extensive lengths of fencing if so directed by the Owner.

3.03 Tree, Vegetation, and Soil Protection

- A. Where existing trees or vegetation are within the area of work, or where existing trees outside the area of work, have drip-lines extending into the area of work, the Contractor

must employ all methods necessary to prevent adverse impact to these existing trees including protection against cutting, breaking or skinning of roots, skinning or bruising of bark, compaction of root zones, and breaking of branches. These methods may include but are not limited to:

1. Tree protection fencing: Do not compact soil or use heavy equipment when installing protective fencing. No work may commence until the tree protection fence is in place for any given work zone and no tree protection may be moved until the work is substantially complete in any given work zone. Tree protection fencing is temporary and may be moved from completed areas and re-used as the construction progresses.
 2. Temporary tie-up of low limbs: Under the supervision of the Owner, tie back flexible limbs and overhead branches that could be damaged by the passage or activity of equipment. Anticipate limbs that could be in the way of necessary equipment to avoid limb damage and provide a remedy before work occurs. Do not remove tree limbs without the prior written acceptance of the Owner.
 3. Surface Protection Measures: Surface protection measures must be provided in all landscape protection areas (including tree driplines) except areas where existing or proposed pavement is present and areas where only hand tools will be utilized. Areas within the dripline of existing trees which are designated for pavement replacement require surface protection measures while pavement is removed. Surface protection methods utilized must be sufficient to prevent root damage and soil compaction:
 - a. Protect soil and roots within the landscape protection areas with a 1" mesh opening coir mat under 4 inches of wood chips. Provide a 36-inch diameter zone clear of mulch at the base of each tree.
 - b. For protection from repetitive foot traffic, light equipment use, and other light construction activities, apply a 6-inch thick layer of mulch and/or plywood planking within the dripline of trees. Provide a 24-inch radius clear zone at the base of each tree.
 - c. For protection from heavy equipment use, truck use and other heavy or repetitive construction activities place steel plates and/or timber planking within the dripline of trees. Provide sand, soil or other approved material below steel plates and planking to prevent contact with roots.
 - d. In areas of Landscape Requiring Protection with understory landscape (such as lawn or shrubs) as indicated by Contract Documents, provide mulch when directed to do so by the Owner as needed to protect soils and roots from any work taking place within the fencing.
 4. Tree root protection, root pruning and root treatment: Preserve and protect surface roots and perform all Trenching, Excavation and Tunneling within the Drip-Line as specified in Paragraph 3.05 herein and in the Contract Documents.
- B. Maintenance of Tree, Vegetation, and Soil Protection Measures
1. Monitor maintenance of each landscape protection areas to ensure it is in a healthy condition and immediately report any deficiencies or concerns to the Owner immediately.
 2. Perform on-site review as needed during construction for activities that are adjacent to or affecting any landscape protection areas.

3. Monitor any work within landscape protection areas including all excavation,

3.04 Above Grade Work

- A. Use of the area within protective fences and within the landscape protection area:
 1. Do not store materials potentially harmful to tree roots within 20 feet of outside limit of protected areas. Potentially harmful materials include, but are not limited to: petroleum products, cement and concrete materials, cement additives, lime, paint coatings, waterproofing agents, form coatings, detergents, acids, and cleaning agents.
 2. No grades may be altered within the required protective fence area.

3.05 Repair, Replacement and Payment for Damage

- A. Trees, shrubs, grass, or other plant material not ordered or designated to be removed but that are destroyed or irreparably damaged by Contractor's operations as determined by the Owner, must be repaired or replaced by the Contractor in accordance with the Owner's recommendations.
 1. Replacement of trees must adhere to the City's Tree Replacement policy (at least 2 replacement trees for every 1 tree removed).
 2. Replacements must be of the same species and as nearly as possible of the same size as the trees to be replaced (minimum of 2" caliper).
 3. Replacement of damaged or destroyed shrubs, grasses, and/or other plant materials must restore such vegetation or areas of vegetation to pre-construction conditions or better, to the satisfaction of the Owner.
 4. The Contractor must allow two (2) Working Days advance notice for inspection of nursery stock replacements by the Owner.
- B. Payment: If for any reason a tree, shrub, grass area, or other plant material/area cannot be fully replaced or restored in accordance with 3.06.A above, in addition to the Contractor's restoration approved by the Owner, the Contractor will be assessed damages for the difference in the dollar value of the damaged tree, shrub, or other plant material, and the dollar value of the replacement.
 1. The dollar value will be determined by the Owner from the "Guide for Establishing Values of Trees and Other Plants," prepared by the Council of Tree and Landscape Appraisers, current edition. Damages assessed will be deducted from moneys due or that may become due to the Contractor.
- C. Planting of replacement stock must be done in accordance with the requirements of the Contract Documents during the first fall or spring planting period, whichever comes first.

3.07 General Site Restoration

- A. Lawn Area Restoration: The Owner will determine the level of restoration necessary depending on the amount of damage to the existing turf and soils. Areas that have been driven on extensively and are compacted or bare will require replacement, whereas areas where turf is thinned or dead but still present will require reseeding only.

3.08 Fence Removal

- A. Do not remove temporary protection fencing until the Owner has given approval to do so. Fence removal is subject to all protective measures for landscape protection areas as stated in Section 01 56 39.

END OF SECTION

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This Section describes work consisting of the furnishing, installing, maintaining, removing, and disposing of Construction Stormwater Controls (CSC, also referred to as TESC “Temporary Erosion and Sedimentation Controls”). The CSC must be designed and implemented to prevent erosion and scour, to treat sediment laden water for acceptable discharge, and to prevent the conveyance of sediment into surface waters, drainage systems, and environmentally critical areas.
- B. At the end of this Section two sample forms are attached. These are the CSC Monitoring & Maintenance Log and the CSC-BMP Construction Change Tracking Form, and are intended for use by the Contractor during the execution of the Work.

1.02 GENERAL

- A. During construction, the Contractor must incorporate practices that prevent erosion (or control erosion when prevention is unavoidable) and must make every effort to maintain effective erosion and sediment controls throughout the Work, including implementing timely corrective actions as may be necessary. Sediment must be prevented from entering any surface water, drainage facility, or natural drainage system, and must be prevented from transport beyond the Project Site.
- B. The Contractor must provide a Construction Stormwater Control Plan prepared in accordance with the above regulations and as specified in this Section, which is subject to review and approval by the Owner. The CSC Plan must identify and confirm qualifications for the Contractor’s Certified On-Site Construction Erosion Control Lead . The plan must be compatible with and coordinated with the Work and its phasing, ensuring continuous protection.
- C. The Contractor must provide a Construction Stormwater Control Plan in correlation with the dewatering system for the project site.

1.03 SUBMITTALS

- A. Construction Stormwater Control (CSC)
 - 1. At the preconstruction conference, the Contractor must be prepared to discuss temporary erosion and sedimentation controls. Following the outcome of these discussions, the Construction Stormwater and Pollution Prevention Coordinator (CSPPC) must prepare and submit interim or full CSC Plans as indicated in the table below, unless agreed to otherwise at the preconstruction conference.

Working Days After Notice to Proceed Date	Submittal Description	Comment
≤ 5	CSC Plan for first 15 Working Days	Allow 5 Working Days for Owner Review
≤ 10	CSC Plan for first 30 Working Days	Allow 10 Working Days for Owner Review
≤ 30	CSC Plan for all Work (first draft)	Allow 15 Working Days for Owner Review
≤ 50	See Final CSC Plan Submittal	Allow 15 Working Days for Owner Review

2. Content of CSC Plan:

- a. The CSC Plan must show, as relevant to the Contractor's critical path schedule, the scheduling of installation, maintenance, phasing, and removal of erosion and sedimentation controls as required by the Work and applicable codes. Work areas to be addressed in this plan include as applicable:
 - 1) The Project Site, identifying staging, storage, stockpiling, non-Work boundaries, and other construction-related areas;
 - 2) Areas beyond the Project Site, but potentially impacted by Site Work;
 - 3) Transportation facilities including construction traffic routes and access/exit control areas on and off the Project Site;
 - 4) Environmental Critical Areas (ECA), as defined in Ch 25.09 SMC, within or near the Project Site, such as geologic hazard areas, flood prone areas, riparian corridors, wetlands, fish and wildlife habitat conservation areas, and abandoned landfills;
 - 5) Inlets, catch basins, ditches and channels whether dry or water-filled, and other surface drainage facilities;
 - 6) Surface waters such as streams, lakes, and other bodies of water; and
 - 7) Identify areas of erodible soil not being worked and in excess of 4,000 square feet that may be exposed, and any areas of erodible soil that may be or unprotected/ uncovered for more than 2 calendar days.
- b. The CSC Plan submittal must include the following descriptive information as applicable to the Work:
 - 1) Shop Drawings of sufficient scale and detail to clearly reflect the Project Site and the locations and types of temporary erosion and sediment controls. When applicable, show by a series of time sequence Shop Drawings, how CSC controls are to be installed, maintained, removed and coordinated with the Work and the schedule;
 - 2) Describe how non-work areas potentially impacted by Work will be identified and protected;
 - 3) Describe the details and continuing maintenance of entrance and exit equipment wash areas;
 - 4) Show locations and describe CSC details of existing and proposed ditch, berm, culvert, pipe, sediment basin, basin outfall, scour control, inlet, catch basin, drain, bypass, subsurface drain, and related features. Include cross-section views if helpful or necessary to describe CSC details;
 - 5) Describe treatment processes for, controls of, and the disposal of waters resulting from dewatering, surfacing groundwater, and rainfall;

- 6) Describe protections and covering practices for stockpile, muck, and similar accumulated materials;
 - 7) Describe the controls to prevent sediment, debris, and other pollutants from entering surface waters and drainage features;
 - 8) Provide Manufacturer’s Certificate of Compliance, certified laboratory test reports, catalog cuts, samples, and other information providing adequate description of Supplies and Material proposed for CSC applications;
 - 9) The name of the Certified Erosion and Sediment Control Lead (CESCL), qualifications, experience, and certifications directly related to temporary erosion and sediment control, and other information as the Contract and the Work may require, including contact information that will ensure timely response. If the Work is of sufficient magnitude to require backup or additional CESCL coverage, describe the qualifications of additional individuals providing such coverage, any on-site training that may be necessary, and frequency and type of reporting to the CESCL;
 - 10) A schedule of typical inspections, as needed to ensure timely maintenance and repair;
 - 11) Identify and provide timelines for submitting permit required or related documentation;
 - 12) Provide details of seed mix, amendment, mulch, and protections for placing and establishing temporary seeded erosion control areas;
 - 13) In areas where exposed erodible soil exceeds 4000 square feet or that may be unprotected for more than 2 calendar days, describe the controls, and the proposed monitoring ensuring erosion and sedimentation remains compliant; and
 - 14) Provide details of other CSC measures as applicable.
- c. The Contractor shall have at a designated location at the Project Site, and the CESCL shall have immediately available, copies of the current CSC Plan.
5. Maintaining CSC Plan Current:
 - a. The Contractor and CESCL must continuously be prepared to discuss with the Owner the status of CSC controls in-progress and pending as they relate to the Work, to the progress schedule, to permits, to Change Order, and as may be required in the Contract.
 - b. When revisions to the current CSC Plan are required by the Owner, the Contractor and CESCL must update the CSC Plan as discussed and must submit the updated CSC Plan to the Owner within 5 Working Days unless the Owner agrees to other arrangements.
 6. Authority of CESCL.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

3.01 GENERAL CONSTRUCTION REQUIREMENTS

A. Guiding Regulations, Codes, and Rules

1. Work involving erosion and sedimentation control must comply with Paragraph 1.02 of this Section.

B. General Guidelines and Measures for Doing the Work

1. As part of Contract Work execution, the Contractor must:
 - a. Prevent and control erosion and sedimentation processes,
 - b. Prevent and control scour and scour processes in water bearing channels,
 - c. Prevent transport of sediment,
 - d. Protect surface waters and drainage systems from entry of sediment and other construction byproduct,
 - e. Prevent erosion and sedimentation impacts to areas not designated for Work and
 - f. Coordinate erosion and sedimentation controls with scheduling of the Work.
2. Methods of accomplishing these goals include, but are not be limited to:
 - a. Installing temporary ditches, berms, culverts, and other measures to control and redirect surface waters;
 - b. Installing temporary dams, settling basins, energy dissipaters, and other measures to detain water, prevent scour, and allow for sediment drop and controlled removal;
 - c. Installing measures controlling surfacing groundwater and dewatering discharges;
 - d. Installing temporary covers or otherwise protecting slopes, stockpiles, and exposed or disturbed soils from erosion and sediment producing processes;
 - e. Installing temporary work area perimeter and sediment transport prevention measures, such as silt fences, wattles, filters, and berms;
 - f. Treating sediment laden waters, and removing and disposing of sediment;
 - g. Installing sediment and debris removal controls for equipment entering and leaving designated Work areas, and
 - h. Installing temporary fencing, flagging, and other markings at boundaries of areas identified as not part of the Work.

3.02 STRUCTURAL AND BIOMECHANICAL EROSION CONTROLS

A. Equipment Wash Area

1. Where Equipment and vehicular traffic may contribute to the transport of sediment and other debris beyond a work area within a Project Site or beyond the Project Site, the Contractor must have in place a stabilized construction wash area at a location or locations to remove sediment, mud, and other debris from tires and other areas of the equipment or vehicles here such materials tend to collect.
2. Stabilized construction wash areas must be in place and ready for operation before the potential for transporting such material occurs.
3. The wash area must consist of one or more of the following as the Work requires and as the Contract may require:
 - a. Graded entrance and exit water trough all Equipment and vehicles must go through. The Contractor may require a water trough for each direction. The depth of water in the trough must be maintained at a level adequate for the size of Equipment and vehicle expected. The length and width of the trough must be sized to ensure all length and width Equipment and vehicle can be acceptably cleaned.
 - b. Hose, hose brush, long handled brush, and similar Supplies, and adequate labor to acceptably handle the size and volume of traffic.

- c. Adequate source of water and means to contain the water within the designated wash area.
- d. Regular removal and disposal of sediment and debris.
- e. Removal and disposal of non-debris and non-sediment pollutants and contaminants.
- f. A drain as may be necessary with controls in place to discharge water, compliant with applicable regulation, law, permit, and as the Contract may require.
- g. An area before and after the wash area of sufficient size with quarry spall or other coarse aggregate to allow for after-wash drip collection.

B. Road Stabilization

1. Temporary road stabilization measures may be required in areas within and beyond the Project Site, such as access roads, haul roads, subdivision roads, parking areas, staging areas, and other vehicular and Equipment traffic routes. The stabilization required must be adequate for the Equipment and vehicular traffic and for the Project Site local conditions, local climate, and weather typical for the Contract Time.
2. Temporary road stabilization measures may consist of placing and compacting a thickness of quarry spall, a thickness of Mineral Aggregate Type 2 or Type 13, other aggregate, or a combination of these and other Material.
3. Where temporary road construction cannot be aligned to avoid areas within the dripline of trees not identified for removal, the Contractor must comply with the requirements of Paragraph 1.05 of Section 01 76 00 – Protection of Existing Facilities.
4. Temporary road stabilization measures must be maintained by repairing ruts, tracks, settling, and other failing areas. Such repairs may include placing and compacting additional aggregate. Settled, broken, rutted, and otherwise damaged timber, mulch, and other material within the drip lines of trees must be repaired by increasing the thickness of material.
5. Upon completion of the Work, or as may be required to accommodate the Work, temporary road stabilization measures must be removed and disposed of. Within the dripline of tree, the removal must be conducted to prevent damage to feeder and surface roots and minimize compaction of soils.

3.03 TEMPORARY SEDIMENT CONTROLS

A. Silt Fence (Sediment Fence or Filter Fence):

1. Silt fences must act as a filter to both allow the passage of water through the fence and also to prevent the passage of sediment through, under, or over the fence. Silt fences must be in-place before the area is disturbed and must be coordinated with soil disturbance activity.
2. Silt fence(s) must be constructed at locations downstream or down slope of surface runoff areas and upstream or upslope of surface bodies of waters. Silt fences must be spaced to account for grade of slope, runoff flow rate and velocity, sheeting and rilling, type and relative density of soil(s), rate of sediment loading, expected maintenance type and frequency, and other factors as the site and Work require. Silt fences must not be placed across or in streams, channels and ditches.
3. Silt fences must be located along contours with the ends turned uphill to capture runoff and prevent flow around the end of the fence. Where the installation requires crossing of contours in areas other than at the ends, gravel check dams must be placed

perpendicular to the uphill face of the fence to minimize concentrated flow and erosion along the fence. The gravel check dams must be approximately 1 foot deep at the fence and must continue perpendicular to the fence at the same elevation until the top of the check dam intercepts the ground surface. The gravel check dams must consist of crushed surfacing base course gravel backfill for walls, or shoulder ballast. The gravel check dams must be spaced at 10-foot maximum intervals along the fence where the fence crosses contours. The slope of the fence line where contours are crossed must not be steeper than 3H: 1V.

4. The height of the fence fabric (geo-textile) above ground surface must be between 30 and 36 inches.
5. Posts must be of sufficient length, depth, and spacing to withstand maximum loading for the durations estimated between sediment removals. Unless the Contractor can justify otherwise to the Owner, posts must be installed to a depth of 30 inches minimum, except within the drip line of a tree (see Item 7 below), and must be spaced no more than six (6) feet apart in a fence line. If required post depth penetration cannot be obtained, the posts must be adequately secured on the upslope side by bracing or guying to an adequately installed anchor. Posts must be either wood or steel. Wood posts must have minimum dimensions of 1-1/4 inches by 1-1/4 inches and must be white oak or other hardwood resistant to rot, with no defects. Steel posts must consist of U, T, L, or C shape posts with a minimum weight of 1.33 pounds per foot, or other steel posts having equivalent or greater strength and bending resistance.
6. The fence fabric and support backing systems must be attached on the up-slope side of the posts with staples, wire, hog rings, or other connection device as recommended by the manufacturer, in a manner that does not tear or damage the fabric. At the bottom of the fence, the fabric and support backing system must be buried at least 6 inches below the ground surface, and then backfilled with native soils compacted by tamping or other appropriate compaction methods.
7. Excavation for installation of silt fence within the drip line of trees, and around other vegetation to be retained, must be without damage to roots. Roots that are exposed must not be damaged and must be promptly covered with earth. Where the bottom of fabric and support backing cannot be installed to a 6 inch depth due to interference with roots, the fabric and backing must be placed flat on the upside of fence for a minimum 12 inch width and then covered with a minimum 6 inch depth of large size aggregate ballast. In non-trench fabric bottom installations, post penetrations into the earth must be increased and the height of fence above the top of ballast must not exceed three (3) feet.
8. Fence support backing system, in the form of wire or plastic mesh with maximum mesh spacing of 2 inches by 4 inches and of adequate strength to withstand maximum loading, must be attached to posts and fabric as recommended by the Supplier. Plastic mesh must have the same or greater ultraviolet (UV) resistance as the geo-textile fabric. All geo-textile fabric must have backing whether exposed or buried.
9. Fence fabric must be continuous along any single length of filter fence. Continuous fence requirements include:
 - a. The geotextile fabric must be sewn together during manufacture or by the Supplier to form a single length of geo-textile for a continuous fence application. All sewn seams must be located at a support post.
 - b. Separate geotextile fabric may be installed across posts with a minimum 10 foot overlap where the overlap is supported by no less than three (3) posts with spacing

between any posts not greater than 4 feet. Overlapped fabric must always be secured to support backing.

- c. The Contractor may place 2 posts, one on each side of the overlapped fabric and backing, and twist the overlapped fabric at least 2 complete revolutions before driving the posts into the earth. The overlaps must extend a minimum one (1) foot beyond the 2 posts before twisting.
10. Lapped or twisted fabric and backing that slip is considered defective and must be replaced with sewn geotextile. For pre-staked silt fence, laps may be performed in accordance with the manufacturer's written recommendations.
- B. Sediment Removal: Sediment must be removed and disposed of when the sediment build-up reaches a height of 10 inches to 12 inches. Removal is also required if build-up exceeds one third (1/3) the height of fence.
- C. Damaged Fence Repair
1. Damaged or improperly functioning silt fence must be promptly repaired or replaced.
 2. Rips, tears, holes, and other defects in the geo-textile fabric or the backing must be promptly repaired by placing new material(s) over the damaged materials the full width and height of fence including buried or covered fabric and backing, and must overlap existing fence material(s) a minimum 5 feet each side of the defect. The repaired fence must be supported by and securely tied to at least 5 evenly spaced posts.
 3. Broken posts must be replaced with 2 posts spaced 1 foot on each side of the broken post. New posts must be driven to 30 inches into the soil or braced to upslope anchors. The fabric and backing must be securely tied to each new post.
 4. Posts that lean greater than 1H: 4V must be replumbed and must be supported at the top with bracing or guying to an adequately installed upslope anchor.
 5. Water or sediment escaping beneath the silt fence must be repaired by installing new fabric and backing over the existing material extending 3 feet upslope with a minimum 3 foot overlap on both sides. Ballast must be placed over the on-surface repair with a minimum 6 inch depth large aggregate ballast. A new post or posts must be installed along the leak with spacing of 2 feet maximum.
 6. Any other conditions that reduce the effectiveness of the silt fence requires immediate repair and/or replacement.

3.04 DRAINAGE AND SEWER SYSTEM PROTECTION

- A. The Contractor must prevent the introduction of pollutants, contaminants, sediment, and other material from entering Storm Drain, combined Sewer, and other drainage system via any entrance vehicle. Sediment prevention for drainage structures may require such apparatus as sediment sumps, cover filters or outlet pipe cover filters.
- B. Filters must allow the passage of water into or from the drainage structure without unreasonable backup or ponding and must prevent the passage of sediment and other debris.
- C. Filters must be secured to the opening being protected to withstand all loadings and to resist movement including sediment and debris build-up, flows typical for the drainage

structure and the local drainage conditions, and the potential for disturbance from construction and traffic activity.

- D. Filters covering large areas not having adequate structural support must be reinforced with and secured to a plastic or wire mesh support backing system.
- E. Where filters are expected to be in place for a considerable period of exposure, UV resistance and other climate and environmental strengths must be adequate.
- F. Frequency of maintenance must include removal of sediment and other debris when either the sump build-up reaches approximately 1/3 capacity, or when obstructed filtration or the allowance for the passage of water is causing water back up.
- G. Sediment and debris removal must be done carefully to prevent the escape of these materials into the drainage system.

3.05 CONSTRUCTION STORMWATER CONTROL MAINTENANCE

- A. The Contractor must keep a record of the CSC-BMP measures using forms similar to the samples attached to the end of this section during the entire duration of the Work.
- B. Construction Stormwater Control measures must be inspected at regular intervals and immediately following significant runoff producing rainfall events. The individual BMP and other control measures must be verified as performing acceptably and must be maintained until they are no longer needed, or are to be converted as part of a permanent erosion and sediment control when specified in the Contract.
- C. The various devices must be inspected for damage, bypass, undercutting, and non-performance, and must be promptly repaired. Sediment buildup must be removed as specified or more frequent intervals when performance becomes questionable. Debris and contaminated sediment must be properly disposed of. Clean sediments may be stabilized on-site as the CSC plan indicates.
- D. When wet weather is forecast, the CESCL must verify that all measures are in-place and are functioning effectively and acceptably.

3.06 REMOVAL AND REUSE OF CONSTRUCTION STORMWATER CONTROLS

- A. When a temporary erosion or sediment control feature is no longer required, the Contractor must remove the measure or measures.
- B. Reuse of a control measure may be acceptable if
 1. The measure or device has been thoroughly cleaned of all debris;
 2. The measure or device is free of tears, holes, or other damage; and
 3. The measure performs as intended and required.

3.07 SWEEPING AND WASHING

- A. The Contractor must ensure that soil, debris, or other material tracked and deposited is removed by sweeping or washing and properly disposed of.

END OF SECTION

Sample forms follow:

CSC Monitoring & Maintenance Log
CSC-BMP Construction Change Tracking Form

SAMPLE

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes, but is not limited to:
 - 1. Install and maintain temporary erosion and sedimentation control facilities through project completion and site stabilization.
 - 2. Review and coordinate SWPPP.
 - 3. Managing staging and stockpiling areas.

1.02 REFERENCES

- A. WSDOT - Standard Specifications for Road, Bridge and Municipal Construction, latest edition; Washington State Department of Transportation. Standard Plans, current edition.
- B. Washington State Department of Ecology Stormwater Management Manual for Western Washington (2019) as adopted by the City of Bainbridge Island.
- C. Hydrogeologic Data Report prepared by PanGEO Inc., dated June 27, 2025.
- D. City of Bainbridge Island Design and Construction Standards and Specifications, dated December 2016.

1.03 SUBMITTALS

- A. Comply with Section 01 33 10.
- B. Submit the following:
 - 1. Catch basin insert used for inlet protection product information.

PART 2 – PRODUCTS

2.01 INLET PROTECTION

- A. Provide catch basin inserts for inlet protection as shown on the drawings. Insert shall be appropriately sized for the structure in which it is installed per manufacturer's recommendation.

2.02 COMPOST BLANKET

- A. Compost shall meet the requirements in WAC 173-350-220 and WSDOT Section 9-14.5(8) for designation of composted material and shall be applied at a minimum of 3-inches thick.
- B. Compost blanket shall meet the landscape mulch requirements.

2.03 PLASTIC SHEETING

- A. In accordance with WSDOT Section 8-01.3(5) for 6 mil clear plastic covering.

2.04 SAND BAGS

- A. Provide ½ to 1 cubic foot capacity sand bags constructed of UV stabilized synthetic woven material of sufficient strength to support the weight of the bag capacity in mineral aggregate.

2.05 STORM DRAIN PIPE

- A. Per Section 33 40 00.

2.06 STRAW OR SYNTHETIC WATTLES

- A. In accordance with WSDOT Section 9-14.6(5).

PART 3 – EXECUTION

3.01 GENERAL

- A. The implementation of the Temporary Erosion and Sediment Control (TESC) plans and the construction, maintenance, replacement and upgrading of these facilities is the responsibility of the Contractor until all construction is approved and the site is stabilized. All work shall be in accordance with the DOE and City of Bainbridge Design and Construction Standards and the plans. The TESC facilities shown on the plans must be constructed in conjunction with all clearing and grading activities, and in such a manner as to ensure that sediment laden water does not enter the drainage system or violate applicable water standards.
- B. The TESC facilities shown are the minimum requirements for anticipated site conditions. During the construction period, the erosion control facilities shall be upgraded (e.g. additional sumps, construction of ditches and silt fences, etc.) as needed. Contractor shall pay for all costs associated with the construction, maintenance, upgrading and removal of the erosion control system throughout project duration.
- C. The Contractor shall provide ground-cover measures, access roads, and staging areas to maintain a workable site. To the maximum extent possible the Contractor shall use the

existing pavement or provide temporary gravel working pad for construction staging as indicated on the plans. Revisions to the plans shall be made as field conditions dictate. The contractor shall be prepared to implement and maintain the required measures to reduce the amount of exposed ground. The Contractor shall be responsible for and shall provide a site maintenance plan in the event storm water turbidity measurements are greater than the Ecology standards.

- D. All TESC measures for a given area to be graded or otherwise worked should be installed prior to any activity within that area. The contractor shall sequence construction within a given area to install sediment storage facilities and establish perimeter flow control prior to starting clearing and grading.
- E. During the wetter months of the year, or when large storm events are predicted during the summer months, each work area should be stabilized such that if showers occur the work area can receive the rainfall without excessive erosion or sediment transport. During the winter months, areas that are to be left un-worked for more than 2 days shall be mulched or covered with plastic. During the summer months minimum stabilization measures shall be limited to seal-rolling the subgrade. The Contractor shall create and maintain temporary storm water conveyance channels through work areas to route runoff to the approved treatment facilities.
- F. All disturbed areas shall be revegetated as soon as possible or covered with straw mulch treated with a tackifier if outside of the growing season.
- G. Soils that are to be reused around the site shall be stored in such a manner as to reduce erosion from the stockpile. Protective measures should include, but are not limited to, covering with plastic sheeting, the use of low stockpiles in flat areas, or the use of straw bales/silt fences around pile perimeters. During the period between October 1st and March 31st, these measures are required.
- H. Provide inlet protection in all existing catch basins in and adjacent to work area. Provide catch basin insert in all new catch basins and area drains immediately following installation, until site is stabilized.
- I. Keep streets and site drains open for drainage at all times. TESC facilities shall be inspected daily during periods of rain, otherwise inspected weekly. Clean streets thoroughly at the end of each day. Remove sediment with a method approved by the Owner's Representative or Contractor's CESCL, and transport sediment to an approved sediment disposal area. Street washing will be allowed only as a last resort, and after the above method has been completed.
- J. Clean out catch basin sumps prior to placement of catch basin inserts. Conform to manufacturer's recommendations regarding maximum allowable amount of sediment in catch basin insert. Remove sediment buildup or replace the catch basin insert. Clean out catch basins after completion of construction. Do not flush sediment-laden water into the downstream system with cleaning operation.

- K. Inspect and repair erosion control measures weekly at a minimum and daily if necessary. Contractor shall be aware of the weather forecasts and shall inspect before, during and after storms and prior to weekend and holidays. Contractor shall inspect the entire system to ensure proper operation.
- L. Refer to TESC notes in drawings for additional information.

3.02 DRAINAGE COLLECTION AND CONVEYANCE

- A. Surface runoff and discharge shall be controlled at all times during and following development. Additional measures to control runoff may be required, which shall be at no additional expense to the Bainbridge Island School District. Under no circumstances shall the contractor allow concentrated discharges over slopes.
- B. Additional collection structures shall be installed as necessitated by land clearing activities to ensure that sediment laden water does not enter the natural or public drainage system.
- C. Storm drains shall be installed in accordance with Section 33 40 00.

3.03 PHASED CLEARING AND STRIPPING

- A. Phased clearing, grubbing and stripping of the site shall be utilized to minimize disturbance to soil and minimize erosion potential.

3.04 PLASTIC SHEETING

- A. Overlap joints minimum of 24". Overlap joints in the direction of drainage and to prevent water from draining onto material being protected.
- B. Secure plastic sheeting as necessary to prevent movement and damage.
- C. Provide sandbags at 2.5 foot spacing and tie sandbags together with rope on slopes greater than 3:1.

3.05 STOCKPILING

- A. Stockpiling shall be per plans and WSDOT section 3-02.

3.06 PROTECTION OF STOCKPILES

- A. Protect stockpile areas from stormwater run-on from upstream areas and from release of sediment downstream. Cover stockpiles at all times while not in use to keep stored material dry. Surround materials stockpiled on pavement by two rows compost filter sock or triangular silt dike with joints staggered.

3.07 COMPOST BLANKET

- A. Install compost blankets per WSDOT Section 8-01.3(4).
- B. Contractor shall maintain the thickness during the entire period of use.
- C. If compost blankets are placed at the required thickness per Landscape and tilled into the existing soil they may be used as amended soils for permanent landscape.
- D. Compost blankets may be installed on slopes up to 2H:1V.
- E. Compost blanket shall be maintained such that no stormwater can run under the blanket.
- F. Compost blankets may not be in areas of concentrated flows such as channels, ditches or dikes.
- G. Areas that show signs of erosion shall be re-mulched. If erosion is drainage related, the drainage shall be mitigated prior to the area being re-mulched.

3.08 REMOVAL

- A. Remove temporary silt fences at the direction of the Owner's Representative, but in no case prior to establishment of the Contract as Substantially Complete. The Owner reserves the right to take ownership and control of temporary siltation control facilities following thorough maintenance by the Contractor and immediately prior to acceptance of the Contract as Physically Complete.
- B. Complete site restoration as directed by the Owner's Representative as part of removal operation.

END OF SECTION

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section covers the requirements for compliance with environmental precautions and controls.

1.02 RELATED SECTIONS

- A. Section 01 32 13 - Progress Schedules
- B. Section 01 33 10 – Submittals
- C. Section 01 57 00 - Construction Stormwater Control
- D. Section 01 57 13 - TESC

1.03 SUBMITTALS

- A. Within 10 Working Days of Notice to Proceed, the Contractor must submit an Environmental Pollution Control Plan. The Plan must include:
 - 1. Water quality
 - 2. Air quality, including dust control
 - 3. Noise pollution
 - 4. Temporary water pollution/erosion control
 - 5. Oil, Fuel, and Chemical Storage, Handling, Spill Prevention, and Control.

1.04 NOTIFICATIONS RELATIVE TO CONTRACTOR'S ACTIVITIES

- A. The Contractor must plan and schedule Contractor work activities to conform to and allow time for notifications, approvals, reviews, and other conditions of the Contract Documents as detailed in Section 00 72 00.
- B. Required notifications pertaining to spills, discharges, and similar incidents and emergencies are also detailed in Section 00 72 00. These include, but may not be limited to:
 - 1. Sanitary Sewer Spills
 - 2. Chemical, Oil, Hazardous Substance, or other Contaminant Spill or Discharge

1.05 CHANGE ORDERS DUE TO ENVIRONMENTAL PROTECTION REQUIREMENTS

- A. General: During the life of the Contract, the Contractor must comply with all provisions of federal, State, and local statutes, ordinances, and regulations pertaining to the prevention of environmental pollution and the preservation of public natural resources. Pursuant to RCW 39.04.120, if the Contractor must undertake extra work not contemplated by the Contract due to the enactment of new, or the amendment of existing, statutes, ordinances, rules, or regulations occurring after the submission of the successful Bid, the Owner will issue a Change Order setting forth the extra work that must be undertaken, which shall not invalidate the Contract.

1.06 WATER QUALITY

- A. The Environmental Pollution Control Plan must identify the onsite individual responsible for water quality, and specific activities and locations and specific means and methods to prevent and/or control impacts to water quality.
- B. The Contractor must comply with city ordinances, State, and federal laws and other regulations or rules applicable to water pollution occurring in waters of the State and in interstate waters. The Contractor must:
 - 1. Exercise precautions throughout the life of the Contract to prevent pollution, erosion, siltation, and damage to property.
 - 2. Provide for the flow of all watercourses, including but not limited to streams, ditches, sewers, and drains intercepted during the progress of the Work.
 - 3. Completely restore disturbed watercourses in as good condition as the Contractor found them, or make such final provisions for them as the Owner may direct.
 - 4. Not obstruct the gutter of any Street.
 - 5. Use all proper measures to provide for the free passage of surface water.
 - 6. Remove and dispose of all surplus water, mud, silt, slicking, or other run-offs pumped from excavations or resulting from sluicing or pavement cleaning or other operations.
 - 7. Make all applicable notifications required by Section 00 72 00.
- C. The Contractor must comply with the water quality criteria required by the Department of Ecology and regulations of:
 - 1. The Washington State Department of Fish and Wildlife.
 - 2. Those federal statutes on oil spills enacted under the federal Water Pollution Control Act Amendments of 1972 (a copy of which may be obtained from the U.S. Environmental Protection Agency).
 - 3. The water quality standards of the State of Washington as set forth in Chapter 173-201A WAC.
 - 4. Any local statutes, regulations, ordinances, or rules, which stipulate the various types of discharge prohibited in public sewer systems or any drainage ditch in the local jurisdiction.
- D. State statutes on water pollution covering liability of the Contractor, penalty for violation, liability and damages for injury or death of fish, animals or vegetation are set forth in Chapter 90.48 RCW. As an aid to the Contractor, some (but not all) of the rules set forth by the various State departments are summarized below. The Contractor is cautioned, however, that each Department of the State may add other restrictions, as they deem necessary, to protect fish and to prevent air or water pollution:
 - 1. State Department of Fish and Wildlife: In doing the Work the Contractor must:
 - a. Not degrade water quality in a way that would harm fish. (The Washington State Water Quality Regulations will serve as water quality criteria for the Work.)
 - b. Release into a flowing stream or open water any fish stranded by the Work.
 - c. Replant any stream bank or shoreline areas if the Work has disturbed the vegetative cover. (Any trees, brush, and grasses used in replanting must resemble the type and concentration of surrounding vegetation, unless the Contract provides otherwise.)

- d. Provide an open water channel at the lowest level of any isolated pothole remaining when the Work is complete.
 - e. Protect fish by preventing harmful siltation on the bed or bottom of any body of water.
 - f. Not block stream flow or fish passage.
 - g. Keep all Equipment out of any flowing stream or other body of water (except as the Contract may permit).
 - h. Not remove gravel or other bottom material from within the high-water flow channel bed of any stream nor from the bottom of any other body of water (except as the Contract may permit).
 - i. Dispose of any Project debris beyond high-water flows.
2. State Department of Ecology: In doing the Work, the Contractor must:
- a. Obtain a waste discharge permit from the Department of Ecology before:
 - 1) Washing aggregate, or
 - 2) Discharging water into a ground or surface waterway from pit sites or excavations when the water contains turbidity, silt, or foreign materials.
 - b. Provide the Owner with a copy of each waste discharge permit before starting the Work.
 - c. Control drainage and erosion to minimize the pollution of any waterway.
 - d. Dispose of all toxicants (including creosote, oil, cement, concrete, and water used to wash Equipment) in ways that will prevent them from entering State waters.
 - e. Dispose of all debris, overburden, and other waste materials in ways that will prevent them from entering State waters.
- E. The Contractor must perform such temporary work as may be necessary to effectively control water pollution, erosion, and related damage within the Project Site or which might be necessary at work areas located outside the Project Site. These outside areas may include, but are not limited to, equipment, material and other storage sites. When temporary control facilities or measures are no longer needed, they must be removed and the areas restored or finished as designated by the Owner.
- F. If Work is suspended for an extended period of time, the Contractor is responsible for controlling erosion, pollution, sedimentation, and runoff during the shutdown period.
- G. The Contractor must protect water quality using appropriate methods subject to review and approval by the Owner. In addition to other requirements in the Contract, water quality control measures may include, but are not limited to, the following:
1. Diversion of Storm Water: Storm water may be diverted around the Project to prevent pickup of silt. This may be accomplished by pumping; improvising ditches; lining channels or by placing metal, plastic or concrete gravity pipe; constructing ditches, berms, culverts, etc., to control surface water; or constructing dams, settling basins, or energy dissipaters to control downstream flows.
 2. Intercepting Ground Water: Surfacing ground water may be intercepted and routed around the construction site to prevent silt erosion by the use of gravel trenches, French drain tiles, well points, or interceptor ditch. The Contractor must provide means of controlling underground water that may be encountered during the Work.
 3. Turbid Water Treatment Before Discharge:

- a. The term turbidity means the optical property of sample demonstrating the scattering and absorption of light caused by suspended material as expressed in Nephelometric Turbidity Units and measured with a calibrated turbidimeter. Surface water turbidity must be measured in a manner acceptable to the Owner and is subject to verification by the Owner.
 - b. Turbid water from the Project Site must be treated before being discharged into stream or other State waters.
 - c. Turbulence limitations include:
 - 1) For Lake Class Receiving Waters, turbidity must not exceed 5 NTU (Nephelometric Turbidity Units) over background conditions;
 - 2) For Class AA and Class A Waters, turbidity must not exceed 5 NTU over background turbidity when the background turbidity is 50 NTU or less, or have more than a 10 percent increase in turbidity when the background turbidity is more than 50 NTU;
 - 3) Discharges to a State waterway caused by aggregate washing, drainage from aggregate pit sites, and stockpiles or dewatering of pits and excavations must not increase the existing turbidity of the receiving waters;
 - 4) For other classes of waters, refer to WAC 173-201-045 and WAC 173-201A-030.
 - d. Turbidity may be removed by the use of lagoons or holding ponds, settling basins, overflow weir, polymer water treatment, discharging to ground surface, by percolation, evaporation or by passing through gravel, sand or fiber filters.
4. Temporary Erosion Control: Temporary erosion control measures are required to minimize exposed areas and slopes until permanent measures are effective. Plastic sheet covering must be placed over exposed ground areas to protect from rain erosion. Other alternative methods for erosion control under certain situations may include netting, mulching with binder, and seeding. Should rutting or erosion occur, the Contractor is responsible for restoring damaged areas and for cleanup of eroded material, including that in ditches, catch basins, manholes, culverts, and other pipes.
 5. Chlorine Residual: Water containing chlorine residual must not be discharged directly into Storm Drains, streams, or State waters. Chlorine water may be discharged into sanitary sewers or disposed on land for percolation. Chlorine residual may be reduced chemically with a reducing agent such as sodium thiosulphate or vitamin C. Water must be periodically tested for chlorine residual.
 6. Vehicle and Equipment Washing: Water used for washing vehicles and Equipment must not be allowed to enter Storm Drains, streams or other State waters unless separation of petroleum products, fresh concrete products or other deleterious material is accomplished prior to discharge. Detergent solution may be discharged into sanitary sewers or held on the ground for percolation. A recirculation system for detergent washing is recommended. Steam cleaning units must provide a device for oil separation.
 7. Oil and Chemical Storage and Handling: Handling and storage of oil and chemicals must not take place adjacent to waterways. The storage must be accomplished via use of dike tanks or barrels with drip pans provided under the dispensing area, or other such method approved by the Owner. Shut-off and lock valves must be provided on tanks. Shut-off nozzles must be provided on hoses. Oil and chemicals must be dispensed only during daylight hours unless the dispensing area is properly lighted. Should an oil or chemical spill occur, the Contractor must provide timely notification in accordance with

Section 00 72 00. Fencing must be provided around oil storage. Locks must be provided on valves, pumps, and tanks.

8. Sewage: If a sanitary Sewer line is encountered and repair or relocation work is required, the Contractor must provide blocking and sealing of the sanitary Sewer line. Sanitary Sewer flow must be pumped out, collected, and conveyed or pumped directly to a sanitary Sewer system manhole for discharge. The existing Sewers must be maintained by the Contractor, without interruption of service, by the use of temporary Sewer bypasses. In addition, the excavated materials adjacent to and around a rupture of a sanitary or combined Sewer pipeline must be removed to a disposal site. Equipment and tools in contact with the above materials must be washed by pressure water lines and the attendant wash water discharged into a sanitary Sewer line for transmission to a sewage treatment plant.
9. Sawcutting, Planing, and Grinding By-Products: The Contractor must take special precautions to ensure that no concrete, asphalt, concrete by-products, or asphalt byproducts from, or used in, the saw-cutting, grinding, or planing of asphalt cement or cement concrete pavements, sidewalks, curbs, etc. are discharged into any Storm Drain or surface water system. Such discharge is prohibited by the Department of Ecology. Inasmuch as saw-cutting by-products increase the pH of the wastewater, filtering prior to discharge is NOT acceptable. Impervious surfaces contaminated with sediment and grit from saw-cutting, planing or pulverizing operations must be cleaned by sweepers to prevent contaminants from entering the Storm Drainage system or surface waters when it rains.
10. Gutters and other Surface Drainage Channels: All Construction, Demolition, and Landclearing Waste and byproduct entering gutters and other pavement surface drainage channels must be prevented from entering any inlet, catch basin, or other drainage structure or feature. Accumulated sediments and material must be removed from drainage channels on a regular basis. If necessary, temporary filters or filter materials must be placed in drainage channels to prevent the passage of material.

1.07 AIR QUALITY

- A. The Contractor must identify those portions of the Work that have potential to impact air quality. Specific means and methods to prevent and/or control impacts to air must be described for each such portion of work.
- B. The Contractor must not cause or allow the discharge of particulate matter, the emission of any air contaminants, or odor-bearing gases in excess of the limits specified under Regulation I of the Puget Sound Clean Air Agency, Article 9 - Emission Standards.
- C. The Contractor must maintain air quality within the National Emission Standards for Hazardous Air Pollutants. Air pollutants are defined as that part of the atmosphere to which no ambient air quality standard is applicable, and which, in the judgment of the Administrator of the Environmental Protection Agency Clean Air Act, may cause or contribute to an increase in mortality or an increase in serious, irreversible, or incapacitating reversible illness.

- D. The Contractor must minimize the potential for air pollution by the use of emission control devices on Contractor-operated equipment and by the shut-down of motorized equipment when not in use.
- E. The Contractor must control dust throughout the project.
- F. No burning, including trash or vegetation, will be permitted.
- G. Refer to Regulation III Puget Sound Clean Air Agency Article 4, Asbestos Control Standard, in the event the Contractor damages an existing duct, asbestos cement pipe, or any other facility that may contain asbestos.

1.08 NOISE POLLUTION

- A. The Contractor must take all reasonable measures for the suppression of noise resulting from Work operations. Mobile engine driven cranes, loaders and similar material-handling Equipment; engines used in stationary service for standby power; air compressors for high and low-pressure service; and other similar Equipment must be equipped with exhaust and air intake silencers designed for the maximum degree of silencing. The type of silencer(s) required must be consistent with those used for high density residential, hotel, and hospital areas.

1.09 LIABILITY AND PAYMENT

- A. The Contractor must be liable for the payment of all fines and penalties resulting from failure to comply with the Federal, State and local pollution control regulations, including when the Owner is on the job at the time of the violation.
- B. Except as may be otherwise provided for in the Contract, costs pertaining to the prevention of environmental pollution and the preservation of public natural resources as outlined in the Contract must be considered as incidental to the Work and such costs must be included in the Lump Sum Bid.

1.10 ARCHAEOLOGICAL AND HISTORIC PRESERVATION

- A. Should the Contractor discover during any construction activity or in any other way discover any artifacts, skeletal remains, or other archaeological resources (as defined under RCW 27.53.040) at the Project Site, the Contractor must immediately cease construction activity at the discovery site and surrounding area and promptly notify the Owner. If ordered by the Owner, the Contractor must suspend construction activity that, in the opinion of the Owner, would be in violation of Chapter 27.53 RCW. Suspension of this construction activity must remain in effect until the Owner has obtained permission to proceed from the State Historic Preservation Officer or from other authority.

1.11 TEMPORARY WATER POLLUTION, EROSION, AND SEDIMENTATION CONTROL

- A. Temporary water pollution, erosion, and sedimentation control work must comply with the Construction Stormwater Control Technical Requirements Manual, which describes temporary measures. Such measures may be indicated in the Contract, proposed by the Contractor and approved by the Owner, or may be ordered by the Owner during performance of the Work. This temporary work is intended to provide prevention, control, and abatement of water pollution/erosion/sedimentation within the limits of the Project, and to minimize damage to the Work, adjacent property, streams, and other bodies of water.
- B. Controlling and preventing pollution, erosion, run-off, sedimentation, and related damage may require the Contractor to perform temporary work items including but not limited to:
 - 1. Providing ditches, berms, Culverts, and other measures to control surface water;
 - 2. Building dams, settling basins, energy dissipaters, and other measures, to control downstream flows;
 - 3. Controlling underground water found during construction; or
 - 4. Covering or otherwise protecting slopes until permanent erosion-control measures are working.
- C. If required by the Contract, the Contractor must, before starting the Work, submit to the Owner for approval a Construction Stormwater Control (CSC) Plan in accordance with Section 01 57 00 Construction Stormwater Control.
- E. The Contractor must comply with the CSC Plan approved per Section 01 57 00, and must not perform clearing, grubbing or any other earthwork on the Project, other than that specifically authorized in writing by the Owner, until the plan has been approved. The Contractor is responsible for the effectiveness of any and all CSC/TESC measures, whether approved within the CSC plan or not. The Owner shall not be held liable for any failure of any TESC/CSC measure, nor for any delays to the Work due to the Contractor's failure to submit an acceptable plan.
- F. The Contractor must coordinate CSC measures with the permanent drainage, sedimentation, and erosion control work that may be specified in the Contract to ensure continuous water pollution/erosion/sedimentation control is maintained during performance of the Work.
- G. If the Owner orders the Work suspended for an extended time under Section 00 72 00, the Contractor must make, before the Owner assumes maintenance responsibility, every effort to control erosion, pollution, sedimentation, and run-off during the suspension, such that no additional TESC/CSC measures are required. Section 00 72 00.H describes the Owner's responsibility in such cases.
- H. The extent of excavation, borrow, and embankment operations in progress must be limited commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other permanent pollution/erosion/sedimentation control measures current according to the accepted critical path schedule. If the Owner determines that water pollution or erosion or sedimentation could occur due to seasonal limitations, the nature of the material, or the Contractor's progress, temporary CSC measures must be taken

- immediately. The Owner may require the Contractor's operations to be scheduled so those permanent pollution/erosion/sedimentation control features will be installed concurrently with or immediately following grading operations.
- I. The amount of surface area of erodible earth material exposed at one time by clearing and grubbing, excavation, borrow or fill within the Right of Way must not exceed 18,000 square feet without prior approval by the Owner.
 - J. Permanent pollution/erosion/sedimentation control work ordered by the Owner and not covered in the Bid will be considered extra Work and paid for as such. Only pollution/erosion/sedimentation control included in the Bid Form or designated by the Owner and ordered as extra Work will be considered permanent control measures.
 - K. Temporary erosion control, temporary sedimentation control, and temporary water pollution control is the Contractor's responsibility. Costs for temporary erosion control, for temporary sedimentation control, and for temporary water pollution control work must be considered incidental to the Work and such costs must be included in the Lump Sum Bid.
 - L. Records of submitted and actual pollution/erosion/sedimentation controls and plans must be retained for a period of three years after the Completion Date and must be available at reasonable times and places for inspection by the Owner and, when applicable, other entities that may have interest in the Project.

1.12 DEWATERING

- A. The Contractor must operate and maintain all pumps, tanks and other equipment necessary for the environmentally safe removal and disposal of water from the various parts of the work. The method proposed by the Contractor for removal of water from excavations shall be subject to the approval of the Owner. The Owner has the right and authority to disapprove any method proposed for discharge of water from excavations.
- B. When discharge of water from the site is subject to approval of any Federal, State or local agency, the Contractor is responsible for obtaining such approval before commencing any pumping or de-watering operation.
- C. The Contractor must include measures for control and treatment of any wastewater created from dewatering activities in the Environmental Pollution Control Plan.

1.13 DUST CONTROL

- A. Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with all local regulations.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 GENERAL

The Contract drawings provide baseline and benchmark references; however, the Contractor is responsible for the layout of individual items of the Work. Such responsibilities are outlined in this Section and pertain to other Work as separately described in individual Drawings and Specifications.

1.02 RELATED SPECIFICATION SECTIONS

- A. Section 01 11 00 - Summary of Work
- B. Section 01 33 10 – Submittals
- C. Section 01 76 00 - Protection of Existing Facilities
- D. Section 01 78 39 - Record Documents

1.03 SURVEYING

- A. The Contractor must provide such field engineering services as are required for proper execution of the Work including, but not limited to:
 - 1. Establishing and maintaining lines and levels from control points and baselines provided by the Contract drawings.
 - 2. Construction staking for all construction activities, such as location of features, gridlines, structures (including elevations of inverts), pipe slopes, and rim elevations.
 - 3. Recording of as-built information.
- B. Survey base data: Any survey information provided with the Contract Documents is subject to the following caveats:
 - 1. The site plan for the construction project area was compiled by the designer of record.
 - 2. The Engineer makes no representation that the survey information is complete or that it addresses every site condition which may be significant to the Work.
 - 3. The provision of the survey information by the Contract Documents does not relieve the Contractor of the responsibility to carefully examine the site and account for any conditions/elements that vary from or are in addition to the conditions/elements shown on the survey.
 - 4. The existence and location of underground and other utilities and facilities indicated as existing are not guaranteed. Before beginning site Work, the Contractor must investigate and verify the existence and location of underground utilities and other construction. Refer to Section 01 76 00 - Protection of Existing Facilities.

1.04 QUALITY ASSURANCE

- A. Survey Requirements:
1. The Contractor's surveyor must be a licensed professional surveyor in the State of Washington.
 2. The Contractor must keep updated survey field notes in a standard field book and in a format set by the Engineer.
 3. Survey field notes must include all survey work performed by the Contractor's surveyor in establishing line, grade and slopes for the construction work.
 4. Copies of these survey field notes must be provided the Engineer upon request.
 5. Upon physical completion of the Contract Work, the survey field books must be submitted to the Engineer and become the property of the Engineer.
- B. If the survey work provided by the Contractor does not meet the standards of the Engineer, the Contractor must, upon the Engineer's Written Notice, remove the individual or individuals doing the survey work and retain a suitable replacement surveyor. If this fails, the Engineer, at the Contractor's expense, may complete the survey work required and deduct the cost from the Contract amount.
- C. The Engineer reserves the right to check all work laid out by the Contractor during the progress of the work, as deemed necessary to verify conformance with the Plans and Specifications. The Contractor must allow sufficient time to permit such checks before completing the Work. These checks will be made during the regular working hours.
- D. If existing reference and control points are damaged, moved, altered, or destroyed by the Contractor, the Park Surveyor's cost of re-establishing such points must be borne by the Contractor at the crew rate of \$300 per hour.
- E. All costs for survey work required to be performed by the Contractor must be included in the Bid.

1.05 SUBMITTALS

- A. Comply with pertinent provisions of Section 01 33 10 - Submittals.
- B. Upon request of the Engineer or the Consultant, the Contractor must submit:
1. Data demonstrating qualifications of persons proposed to perform survey or other field engineering services.
 2. Documentation verifying accuracy of field engineering work.
 3. Certification, signed by the Contractor's surveyor, that elevations and locations of improvements are in conformance or non-conformance with the Contract Documents.

1.06 PROCEDURES

- A. In addition to procedures directed by the Engineer or the Consultant for proper performance of the Contractor's responsibilities, the Contractor must:
1. Protect construction control points, including grade control.

2. Preserve permanent reference points during progress of the work as shown on the contract drawings or staked in field.
3. Preserve grade control stakes.
4. Not relocate existing reference and control points without approval of the Engineer and Parks Surveyor.
5. Report damaged or destroyed reference or control points to the Parks Surveyor.
6. Be responsible for any increased costs or delays to the Contract relating to reference and/or control points which are damaged, moved, altered or destroyed by the Contractor or its subcontractors, suppliers, agents or employees.
7. Discontinue use of reference points alleged to be in error until accuracy of the points can be verified.

PART 2 – PRODUCTS - Not Used

PART 3 - EXECUTION

3.01 CONSTRUCTION LAYOUT

A. The Contractor must:

1. Employ a surveyor licensed by the State of Washington to lay out the Work of this Contract.
2. Establish working lines for each structure and at reasonable intervals across the site.
3. Lay out the work described by the Contract Documents using recognized surveying methods and keep an accurate field book of work completed.
4. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale drawings to determine dimensions.
5. Advise the entities engaged in construction activities of marked lines and levels provided for their use.
6. As construction proceeds, check every major element for line, level and plumb.
7. Provide stakes as required by various sections of these specifications and as required for accurate construction. Make staking information available to the Consultant for review prior to executing construction based on staking.
8. Record deviations from required lines and levels and advise the Engineer when deviations that exceed indicated or recognized tolerances are detected. Record drawings deviations that are accepted and not corrected on as-built drawings.

3.02 AS-BUILT INFORMATION

A. The Contractor must locate and establish grade of completed construction for use in preparing as-built documents of the project. Do not cover work until survey has been completed. As-built information is necessary for, but not limited to, the following:

1. Locations of utility structures, fittings and changes of direction of underground utilities.
2. Locations of shutoffs, valves and clean-outs for underground utilities, including locations of solenoid valves for irrigation systems.
3. Corners and/or center lines, and benchmark elevations of bridges, buildings, and other major structures.
4. Center lines and grades of roads, paths, vehicle gates.
5. Points at which new utility lines intersect existing.

END OF SECTION

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. All Wastes generated during the Project must be managed and disposed of in accordance with Bainbridge Island, Kitsap County, and all other applicable local, State and federal regulations. This includes utilization of all waste material and disposal forms per the jurisdictional requirements.
- B. Unless otherwise specified in the Contract, the Contractor is responsible for arranging and implementing the proper handling, management, segregation, storage, transport, and disposal of all wastes that are not Contaminated Soils and/or Dangerous Waste(s), including processing and maintaining required documentation. This may include:
 - 1. Identifying, proposing, and contracting with disposal sites that can legally accept the types of identified or characterized wastes.
 - 2. Identifying, proposing, and contracting with waste transporters qualified and licensed to transport the types of identified or characterized wastes. All wastes must be transported in accordance with federal, state and local transportation requirements, including driver training, placarding and use of shipping papers or waste manifests.
 - 3. Obtaining waste clearances or other waste acceptance approvals through agencies as appropriate and as required.
 - 4. Creating and processing all necessary documentation, such as Certificates of Disposal or Recycling, sampling and analysis reports, waste clearance forms, waste acceptance forms, bills of lading, scale tickets, waste receipts, and others as applicable.
 - 5. Providing the Engineer timely notice for reviewing documentation before transporting waste.
 - 6. Providing the Engineer copies of all documentation pertaining to waste generation, recycling and disposal.

1.02 RELATED SECTIONS - NOT USED

1.03 DEFINITIONS – NOT USED

1.04 GENERAL WASTE DISPOSAL

- A. The following recyclable materials cannot be disposed as construction and demolition waste.
 - 1. Concrete, bricks and asphalt paving
 - 2. Metal (both ferrous and non-ferrous)
 - 3. Cardboard
 - 4. New construction gypsum scrap
 - 5. Unpainted and untreated wood
 - 6. Tear-off asphalt shingles
 - 7. Carpet
 - 8. Plastic film wrap
- B. The Owner has established that this Project must generate the least amount of waste possible. The Contractor must utilize processes and procedures that minimize production of waste caused by error, poor planning, breakage, mishandling, contamination, or other factors.

- C. Private disposal companies and waste sites may require other documentation. Laboratory analysis of waste material may be required to obtain waste clearance or acceptance. Copies of all waste clearance, acceptance forms, and any accompanying laboratory tests/reports or related supplemental information must be provided to the Owner.
- D. Disposal sites used under the Contract must comply with all applicable rules, ordinances, codes, regulations and law, and must have all required authorizations for the waste to be disposed. This may require the Contractor to obtain required permits for the waste site.
 - 1. Disposal of excess material within a wetland area will not be allowed without a Section 404 permit issued by the U.S. Army Corps of Owner's and approval by the local agency with jurisdiction over the wetland. The Contractor must notify the Owner prior to submittal of an application for this or any other environmental permit.
- E. The selection of waste sites and their use is subject to Owner approval.
 - 1. Sites, operations, or results of operations, which create a definite nuisance problem, or result in damage to public or private properties, are not acceptable.
 - 2. Utilization of a site without submitting a legal grading permit and Consent Agreement from the property owner to the Owner and obtaining approval of the Owner will be considered unauthorized.
 - 3. Surplus material must not be wasted within public properties or rights of way without all required permitting.
- F. Options for the disposal of woody debris from clearing and grubbing include on-site grinding for use as mulch or delivery to facilities that compost or recycle woody debris into soil amendment or mulch end products. Any action required to comply with any permit and/or any approval requirements at a Contractor-provided disposal site must be performed by the Contractor at no additional cost to the Owner.

1.05 DISPOSAL OF SPECIAL OR UNACCEPTABLE WASTE

- A. Any asbestos, contaminated soils, hazardous, dangerous, or otherwise unacceptable waste must be disposed of in accordance with all applicable local, State, and federal regulations.
- B. Occurrences of treated wood, potentially contaminated soils, asbestos, dangerous waste and other unacceptable waste are specified in contract documents. Contractor will include these potential wastestreams in the draft waste management plan and will coordinate with the Owner to review waste documents and determine final disposal of these wastestreams.
 - 1. If other hazardous wastestreams are encountered outside of those specified in the contract documents, such unacceptable waste must be disposed of in accordance with all applicable local, State, and federal regulations, and the Owner will consider this as a "Changed Condition."

1.06 SUBMITTALS

- A. Draft Waste Management Plan: Within 10 Working days after receipt of Notice to Proceed, or prior to any waste removal, whichever occurs sooner, the Contractor must submit to the Owner a Draft Waste Management Plan. The Draft Plan must contain the following:
 - 1. Analysis of the waste that the project will generate, including a list of types of wastestreams and estimated quantities of each wastestream.

2. For each wastestream, identification of disposal or recycle site(s) with the estimated quantities of the wastestream; and permits for the disposal sites, if necessary.
 3. Identification of the proposed transporter to be used for each wastestream and applicable licenses that may be necessary for transporting the wastestream.
 4. For each wastestream, descriptions of the storage of each wastestream on the project site before recycling or disposal. Include procedures to ensure that wastes are stored in a safe, secure manner that does not allow for leakage or other releases of waste. Include details regarding controls, signage and inspections.
- B. Final Waste Management Plan: Within 5 Working Days of the receipt of Owner’s review and comments to the Draft Waste Management Plan, the Contractor must submit a Final Waste Management Plan that incorporates revisions to the draft plan.
1. The Final Waste Management Plan must also include:
 - a. Identification of the Manager and all on-site parties responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.
 - b. A description of how Contractors will instruct the waste management procedures to staff and subcontractors and document such trainings. The Contractor must provide on-site instruction of appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
 - c. A description of the regular meetings to be held to address waste management. Refer to Section 01 32 13 – Progress Schedules.
 2. The Contractor must distribute copies of the Waste Management Plan to the Job Site Foreman, each Subcontractor, the Owner, and the Consultant.
- C. Should additional or alternate waste sites become necessary during the life of the Contract, the locations and information for each site must be submitted to the Owner for approval at least 10 Working Days prior to its use.
1. Furnish copies of permits for waste sites.
- D. The Contractor must submit to the Owner within 10 Working Days of receipt by the disposal site, 2 copies of each shipment list, bill of lading, and/or transmittal document, listing and describing the waste material shipped from the Project Site and deposited at the waste disposal site. The submitted shipment list must have the waste site operator’s confirmation of receipt of the waste, and the name of the waste transporter. The Contractor must also provide the Owner with the following copies:
1. Documentation of disposal as applicable
 2. Waste sampling and analysis reports as applicable
 3. Waste clearance or acceptance forms (copies of agency-approved forms must be provided to the Owner).
- E. Application for Progress Payments: The Contractor must submit with each Application for Progress Payment a Summary of Waste Generated by the Project. Failure to submit this information will render the Application for Payment incomplete and may delay Progress Payment. The Summary must be submitted on a form acceptable to the Owner. An acceptable form is included in the “Contractor Forms Workbook” (a Microsoft Excel file containing most of the commonly used forms pertinent to the Contract), which can be found on a spreadsheet set created when the “Pay Estimate” package is created/exported by the Contractor (contact the Owner if further instruction is needed). The form must contain the following information:

1. The amount (in tons or cubic yards) of material landfilled from the Project, the identity of the landfill, the total amount of tipping fees paid at the landfill, and the total disposal cost. Attach manifests, weight tickets, receipt, and invoices as applicable.
 2. For each material recycled, reused, or salvaged from the Project, the amount (in tons or cubic yards), the date removed from the jobsite, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings from salvage or recycling of each material. Attach manifests, weight tickets, receipts, and invoices as applicable.
- F. The Owner may request to review or approve all shipping papers prior to wastes leaving the project site.
- G. When operations are complete, a release from all damages, duly executed by the waste site property owner and stating that the restoration of the property is satisfactory, is required.
1. Retainage withheld from the Contractor's payments will not be released until all such property owner releases have been furnished to the Owner.
 2. Should the release be, in the opinion of the Owner, arbitrarily withheld, the Owner may, at its sole discretion, accept that portion of the work involved and cause final payment to be made.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.01 GENERAL

- A. Use only approved waste sites.
- B. Take the protective measures required for the type of waste being handled. Hazardous must shall be separated, stored, and disposed of according to applicable regulations.
- C. After disposal, perform all operations necessary to put the waste sites in a neat, clean and orderly condition.
- D. Final cleanup must be in accordance with the Contract and the requirements of the Stormwater Code, Grading Ordinance, permits, and residential property agreements.

3.02 SITE MAINTENANCE

- A. Keep work area, site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris resulting from Contractor's operations.
- B. The Contractor must lay out and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse, and return. Recycling and waste bin areas are to be kept neat, clean, and clearly marked in order to avoid contamination of materials.
- C. Provide on-site containers for collection of waste materials, debris, and rubbish. Periodically remove waste from the site.

- D. Do not use the Owner’s waste containers for construction waste.
- E. Dispose daily of all flammable, hazardous, and toxic waste materials. Dispose of trash and debris in compliance with governing codes, ordinances, regulations, and anti-pollution laws.
- F. Locate dumpster(s) inside the staging area or at a site designated by the Owner.

3.03 DISPOSAL OF SURPLUS MATERIAL

- A. Material obtained from all excavation within the Project boundary must not be wasted unless the excavated material is designated by the Owner as unsuitable for use in embankment construction, trench backfill, or for other purposes.
 - 1. All excavated material not required for backfill must be removed from the site as the work progresses.
- B. Other surplus, excess, or salvaged materials of value remaining after completion of associated Work must be offered to the Owner. If declined by the Owner, the Contractor must dispose of these materials in accordance with the requirements noted herein.
- C. Material determined to be unsuitable by the Owner must be disposed of in accordance with the requirements noted herein.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes administrative and procedural requirements for final cleaning of the Work prior to Substantial Completion, including but not limited to:
 - 1. Cleaning procedures
 - 2. Inspection

PART 2 – PRODUCTS

2.01 MATERIALS - GENERAL

- A. Do not use cleaning materials that may damage finished surfaces.
- B. Do not use cleaning materials hazardous to health or property.
- C. Use only cleaning materials and methods recommended by manufacturer of item or material to be cleaned.
- D. Submittals: Provide for the Engineer's review and approval manufacturer's Safety Data Sheets (SDS) for any and all chemical cleaning products utilized.

PART 3 – EXECUTION

3.01 FINAL CLEANING

- A. Cleaning: The Contractor must employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a typical commercial building/site cleaning and maintenance program. Comply with manufacturer's instructions. Final cleaning includes but is not limited to the following procedures:
 - 1. Remove dust and dirt in corners.
 - 2. Remove grease, mastic, adhesives, paint splatter, glazing compounds, dust, dirt, stains, fingerprints, non-permanent labels, and other foreign materials from interior and exterior surfaces exposed to view.
 - a) Clean hard-surface finishes to dirt-free condition, free of dust, stains, adhesives, films and any other discernible substances or contaminants.
 - b) Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces.
 - c) Restore reflective surfaces to original reflective conditions.
 - d) Replace chipped, cracked, broken, or otherwise damaged materials, including but not limited to glass and transparent materials.
 - e) Remove excess lubrication and other substances from mechanical and electrical equipment.
 - f) Clean plumbing fixtures to a sanitary condition.
 - g) Clean light fixtures and lamps.

3. Remove debris and surface dust from limited-access spaces including trenches, equipment vaults, manholes, catch basins, crawl spaces, and similar spaces.
 4. Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances. Rake grounds which are neither planted nor paved to a smooth, even-textured surface.
 5. Sweep paved areas to a broom-clean condition. Remove stains, petrol-chemical spills, paint splatter, and other foreign deposits.
 6. Leave concrete floors broom-clean. Remove stains, spills, and other foreign deposits.
 7. Vacuum carpeted surfaces. Remove coverings, stains, spills, and other substances. Any areas that in the opinion of the Engineer show noticeable wear, staining, or other damage are subject to rejection and replacement.
- B. Pest Control: Engage an experienced, licensed exterminator to conduct a final inspection and rid the Work of rodents, insects, and other pests that may be identified as a result of such inspection.
- C. Removal of Protection: Except as otherwise indicated or requested by the Consultant or the Engineer, remove temporary protection devices and facilities installed to protect pre-existing features and/or previously completed Work.
- D. Extra Materials: Excess materials of value remaining after completion of associated Work must be offered to the Engineer. If declined by the Engineer, the Contractor must dispose of these materials as directed by the Engineer.

3.02 INSPECTION

- A. Prior to requesting inspection for certification of Substantial Completion, the Contractor must inspect the Work site and verify it has been cleaned and debris removed in accordance with Contract requirements.
- B. Prior to certifying Substantial Completion, the Engineer will conduct a detailed inspection of the Work and Work site. If any Work items are identified as insufficiently cleaned per Contract requirements, such items will be included on the inspection Punch List. If any such item is, in the sole opinion of the Engineer, sufficiently deficient as to render the Work unsuitable for full and beneficial use by the Owner or otherwise not meet Substantial Completion requirements, Substantial Completion will be denied.
- C. No additional time will be allowed in the Contract for correction of deficiencies identified per paragraph 3.02.B above. The Contractor must correct all such deficiencies to the satisfaction of the Engineer before certification of Substantial Completion. In order to achieve Substantial Completion, the entire Project must be clean and ready for occupancy by staff and public.

END OF SECTION

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section covers the requirements for Contractor’s protection of existing facilities.

1.02 NOTIFICATIONS AND COMPLIANCE

- A. Notifications Relative to Contractor’s Activities
 - 1. The Contractor must plan and schedule Contractor work activities to conform to and allow time for notifications, approvals, reviews, and other conditions of the Contract Documents.
- B. The Contractor shall be liable for all damages arising from noncompliance with this Section.

1.03 LOAD LIMITS

- A. General
 - 1. When moving Equipment and materials on any public Highway, the Contractor must comply with any law that controls traffic or limits loads. The Contract does not exempt the Contractor from such laws nor does it license overloads. At the Owner’s request, the Contractor must provide any information needed to determine the weight of Equipment on the roadway.
 - 2. When the Contractor moves Equipment or materials for the Project, legal load limits apply on any:
 - a. Road open to or in use by public traffic.
 - b. Existing Road not designated for reconstruction under the current Contract.
 - c. Newly paved Road (with its final lift in place) built under this Contract. The Contractor may haul overloads (not exceeding 25 percent) on such roads not open to public traffic if this does not damage completed Work. Should damage occur, the Contractor must pay all repair costs.
 - 3. On all other parts of the Project, the Contractor may operate Equipment without load-limit restrictions except as restricted by Subsection 1.03.B below.
 - a. In doing so, however, the Contractor remains responsible for any damage that may result.
 - b. All vehicles subject to licensing on a tonnage basis are required to obtain licenses to cover the maximum legal capacity before being eligible to operate under the load-limit restrictions described in the Subsection 1.03.B below.
 - 4. The Owner may approve higher load limits than those allowed by Subsection 1.03.B below (Load Limit Restrictions) if it is necessary and safe to do so.
 - a. To obtain such approval, the Contractor must make this request in writing to the Owner at least 5 Working Days in advance of the need.
 - b. The request must describe in detail the loading, configuration, and movement or position of the Equipment on the structure or over the culverts and pipes.
 - c. The request must state that the Contractor assumes all risk for damages.
 - d. The Contractor must include in the Bid item prices any and all costs associated with operating over bridges or culverts.

- e. Nothing in this Section shall serve to eliminate, reduce, or otherwise alter the Contractor's other responsibilities under the Contract or under public Highway laws.

B. Load-Limit Restrictions:

1. The following load limits apply:

- a. Structures Designed for Direct Bearing of Live Loads: On these structures, the gross or maximum load on each individual vehicle axle must not exceed the legal load limit by more than 35 percent. No more than one vehicle may operate over any structure at one time.
- b. Underpasses and Reinforced Concrete Box Culverts Under Embankments: Over these structures, maximum loads are 24,000 pounds on a single axle and 16,000 pounds each on tandem axles spaced less than 10 feet apart, provided that:
 - 1) The embankment has been built in accordance with the paragraphs a), b) and c) below.
 - a) The Contractor must place earth embankments in horizontal layers of uniform thickness. These layers must run full width from the top to the bottom of the embankment. Slopes must be compacted to the required density as part of embankment compaction.
 - b) During grading operations, the Contractor must shape the surfaces of embankments and excavations to uniform cross-sections and eliminate all ruts and low places that could hold water.
 - c) On a tangent, the Contractor must raise the center of the embankment above the sides. On a sidehill, the high point of any layer must intersect the original ground and must slope uniformly toward the lower side. This slope must not exceed 1 foot in 20 feet.
 - 2) The embankment has reached at least 3 feet above the top of the underpass or Culvert.
 - a) When the embankment has reached 5 feet above the top of the Culvert or underpass, the Contractor may increase axle loads up to 100,000 pounds each if outside wheel spacing is at least 7 feet on centers on the axle.
- c. Pipe Culverts and Sewer Pipes: Loads over pipe Culverts and sewer pipes may not exceed 24,000 pounds on a single axle and 16,000 pounds each on tandem axles spaced less than 10 feet apart. These limits are permitted only if:
 - 1) The Culvert or pipe has been installed and backfilled to specifications, and
 - 2) The embankment has reached at least 2 feet above the top limit of pipe compaction.
 - 3) When the embankment has reached 5 feet above the top limit of pipe compaction, the Contractor may increase per-axle loads up to 100,000 pounds if outside wheel spacing is at least 7 feet on centers on the axle centers, except that:
 - a) For Class III reinforced concrete pipes, the embankment must be risen above the top limit of compaction at least 6 feet
 - b) For Class II reinforced concrete pipes, the maximum load for each axle is 80,000 pounds if outside wheel spacing is at least 7 feet on axle centers. In this case, the embankment must be risen above the top limit of compaction at least 6 feet.

1.04 PROTECTION AND RESTORATION OF PRIVATE AND PUBLIC PROPERTY

- A. The Contractor must protect from damage or destruction private and public property located on or near the Work that is not designated for repair, replacement or removal. The Contractor must ensure that interference with the use of such property is minimized.
- B. Property includes land; improvements lawfully occupying the Right of Way; trees, shrubbery and landscaping; electrical distribution and transmission systems; water distribution and transmission systems; survey markers and monuments; buildings and structures; conduits and pipes; fences; highway facilities such as signal systems (including loop detection systems in pavement structures both approaching and at signalized intersections), roadway lighting systems, signs, guardrails, pavements, curbs, driveways, sidewalks, traffic buttons, paint striping and other channelization; and other property of all descriptions whether shown on the Drawings or not.
- C. The Contractor is alerted to the existence of cast iron Water Mains within the Right of Way having pipe joints very sensitive to disturbance.
 - 1. These pipe joints have been known to develop leakage when disturbed by shifting earth, or excessive vibrations, or adverse impacts of any other construction excavation work
 - 2. The Contractor must take additional precautions to eliminate adverse impact to cast iron Water Main.
- D. The Contractor must, at no additional cost to the Owner, provide and install safeguards acceptable to the Owner to protect public and private property.
 - 1. If the use of public or private property is interfered with by the Contractor, the Contractor's agents or the Contractor's employees, such interference must be terminated immediately.
 - 2. If public or private property is damaged or destroyed by the Contractor, the Contractor's agents or the Contractor's employees, such damaged or destroyed property shall be considered defective, and repaired and restored immediately to its former condition by the Contractor at the Contractor's expense.
 - 3. Should the Contractor refuse or not respond promptly to a written request to restore damaged or destroyed property to its original condition, the Owner may have such property restored by other means at the Contractor's expense.
- E. Per WAC 332-120, no survey monument may be damaged or removed without proper permit. If any survey monument is in danger of being dislodged or lost because of nearby construction, or in danger of being disturbed during removal of pavement where monumentation, whether cased or not, exists within the pavement, the Contractor must secure a permit and provide advance notification.
 - 1. The cost to replace survey monumentation damaged or lost because of the Contractor's failure to follow the requirements of Section 00 72 00 will be at the sole expense of the Contractor. Costs include, but may not be limited to, the cost of replacement survey monuments and the survey labor and supervision needed to set monuments as closely as possible to their original locations.

1.05 PROTECTION AND RESTORATION OF TREES, SHRUBS, AND PLANT MATERIAL

- A. See Section 01 56 39 - Temporary Tree, Vegetation, and Soil Protection.

1.06 PROTECTION AND RESTORATION OF FENCES, MAILBOXES, AND MISCELLANEOUS ITEMS

- A. The Contractor must enclose the Work area by installing and maintaining temporary fencing when Work is within easements or abuts private property.
- B. When trenching is required within a planting strip the Contractor must protect the existing curb, gutter and sidewalk from damage, utilizing timber pads or other surface protection if/as necessary.
 - 1. The Contractor must demonstrate to the Owner's satisfaction that the measures proposed to protect existing improvements are adequate prior to proceeding with trenching in the planting strip.
- C. Where sprinkler systems are encountered in a planting strip, the Contractor must carefully remove the existing sprinkler system for reinstallation by the Contractor after the work in the planting strip is complete.
- D. When, due to the Contractor's operations, plastic traffic buttons, lane markers or pavement markings are damaged, destroyed or obliterated outside the neat lines of a trench or area of pavement restoration, the Contractor must restore them in kind at no expense to the Owner.

1.07 UTILITIES AND SIMILAR FACILITIES

- A. Locations and dimensions shown in the Drawings for existing facilities are based on available information obtained without uncovering, measuring or other verification.
- B. The Contractor must protect from damage private and public utilities encountered during the Work. Utilities include, but are not limited to, Sewer and Storm Drain systems; water supply and distribution systems; electrical transmission and distribution systems; natural gas distribution systems; telephone, telegraph, and CATV systems; fiber optic systems; fire alarm systems; petroleum pipe lines; steam distribution systems; traffic control systems; power lines and appurtenances; railroad tracks and appurtenances; and similar facilities and systems.
- C. Public and private utilities, or their contractors, will furnish all work necessary to adjust, relocate, repair, or construct their facilities unless otherwise provided for in the Contract.
 - 1. Where it is necessary to remove or relocate private utilities in order to accommodate the Work, the removal or relocation will normally be accomplished in advance of construction.
 - 2. Under some circumstances however, this removal or relocation may have to be performed concurrent with the Work. In this case, the Contractor must coordinate the Contract Work with that of the utility company as needed to minimize interference with both kinds of work.

3. Where a private utility should have been removed or relocated prior to the Contractor beginning the Work at the point affected, and such work by the utility was not accomplished, the Contractor must document the location, type, size, and other relevant information regarding the utility and immediately notify the Owner in writing.
- D. The Contractor may encounter underground facilities that are not reflected or accurately shown in the Contract Documents. When the relocation of these facilities is necessary to accommodate the Work, the Owner will provide for the relocation of these facilities by other forces, or the relocation may be performed by the Contractor as extra Work pursuant to a Change Order.
- E. The Contractor may encounter private water-service utilities that are not reflected or accurately shown in the Contract Documents. Such private water-service utilities may be either a single water-service utility from the water meter or a multiple water-service utility(ies) from the water meter.
 1. Records of such utilities are not maintained by the Owner and therefore may not appear on the Drawings and may not be field located by Bainbridge Island Public Utilities.
 2. The locations of these private utilities can usually be ascertained by relative meter location, residence location, or through discussion with various private property owners.
 3. The Contractor must locate and protect these private water services from damage.
- F. The Contractor is also alerted to the existence of RCW Chapter 19.122, an act relating to underground utilities and prescribing penalties, herein prescribing certain notification to be made by the Contractor.
 1. Any cost or scheduling impact incurred by the Contractor by reason of Contractor's required compliance with these statutory and contractual provisions shall be borne by the Contractor.
 2. No excavation may begin until all known facilities near the excavation area have been located and marked.
- G. The Owner and the owners of utilities, or their authorized agents, reserve the right to enter upon the Right of Way for the purpose of making changes, connections, or repairs to their facilities.
 1. The Contractor must cooperate with forces engaged in such work and must avoid any unnecessary delay or hindrance to work being performed by other forces.
 2. The Contractor must provide all notifications and applications needed to effectively coordinate utility and Contractor Work (See Section 00 72 00).
- H. Should the Contractor desire to have an adjustment in line or grade made on a utility or other improvement for the Contractor's convenience and the rearrangement is in addition to, or different from, that indicated in the Contract, the Contractor must make all necessary notifications and applications with the owner of the utility for such rearrangement and bear all expenses in connection with that work.
- I. If it is necessary to provide temporary water supply connections due to conflict with private water-service pipes during construction, the Contractor must do so at no additional cost to the Owner.

- J. In all cases, private water-service lines damaged by the Contractor must be repaired by the Contractor at the Contractor's expense.
 - 1. The Contractor must notify the Owner immediately of any such damage and must begin repairs immediately and work continuously until water service is restored.
 - 2. Repair of damaged private water-service lines must be inspected by applicable water utility prior to backfilling.

- K. Except as otherwise provided herein, all costs incurred by the Contractor in complying with requirements of this Section must be included in the Lump Sum Bid. When others delay the Work through late removal or relocation of any utility or similar facility, the Contractor's loss of time will be adjusted by extending the Contract Time per Section 00 72 00.
The Contractor must, before an excavation begins, submit a locate request via the Utilities Underground Location Center 1-800-424-5555 or <http://www.callbeforeyoudig.org/washington/>, in accordance with Section 00 72 00,
 - 1. The Contractor must also notify the Owner prior to excavation and provide the results of the utility locate.

1.08 UTILITY CLEARANCES

- A. Clearances Between Water Mains and Other Utilities
 - 1. Where possible, sewers must be laid at a lower invert elevation than Water Mains.
 - 2. Water mains and sewers must be spaced apart horizontally a minimum of 10 feet, measured center to center, except the spacing may be reduced to the following "nearest point" measurements:
 - a. Five (5) feet horizontal when the Water Main is a ductile iron Water Main.
 - b. Less than 5 feet to a minimum of 18" when the Water Main is ductile iron, and:
 - 1) The sewer is constructed of materials and with joints that are equivalent to Water Main standards, including pressure-testing requirements.
 - 2) The bottom of the Water Main is at least 18 inches above the top of the sewer.
 - 3. Water mains crossing over sewers must be constructed of ductile iron and must be spaced to provide a minimum separation of 18 inches between the bottom of the Water Main and the top of the sewer.
 - 4. Water Mains passing under sewers must be protected by providing:
 - a. A minimum vertical spacing of 18 inches between the bottom of the sewer and the top of the Water Main.
 - b. Adequate support for the sewer to prevent excessive deflection of joints or any possibility of the sewer line bearing weight on the Water Main.
 - c. The point of crossing centered between two successive joints of the Water Main pipe.
 - 5. When the Water Main is existing and new side sewers are being installed or reconnected the following requirements apply:
 - a. Ductile iron pipe must be used for all side sewers crossing over Water Mains, for a perpendicular distance of at least 5 feet from the center of the Water Main.
 - b. Side sewers laid below Water Mains must be laid at least 6 inches below and 12 inches horizontal, from all Water Mains and water-service lines as measured from the "nearest points," unless ductile or cast iron pipe is used for the side Sewer.
 - 6. All utilities, both public and private, passing over, under, or very close to existing Water Mains within distances specified in this Section must be coordinated with Utility

companies at least 15 Working Days in advance of construction, as well as coordinated with and approved by the Owner.

- a. Provide minimum 5 foot horizontal separation from the existing Water Main.
 - b. Provide minimum 18 inch separation vertically under the existing Water Main.
 - c. No new utility may be installed over an existing Water Main.
7. Notifications regarding shutdowns of Water Mains or obstructions of hydrants and valves shall be in accordance with Section 00 72 00.
 8. Exceptions to the requirements in this Section must be approved by the Owner.
- B. Clearances Between Gas Mains and Other Utilities
1. Minimum clearances of 1 foot vertical and 6 inches horizontal are required to separate an existing gas main, or a gas service line, from a new ductile iron water line to be installed above or below the gas line.
 - a. If these minimum clearances cannot be maintained, a protective wrap must be provided for the entire distance where clearances are less than required.
 - b. Wrapping material must consist of either a split PVC pipe or PVC wrapping of at least 0.04-inch thickness and may be applied to either one of the pipes.
 2. Horizontal and vertical clearances of 6 inches or more are preferred between Water Mains and all other utilities except gas and sewer lines (see Subsections 1.08.B and 1.08.A, respectively, for gas and sewer lines). If a smaller separation is unavoidable, the space between the Water Main and the other utilities must be filled with polyethylene plastic foam material before backfilling.
- C. Clearances Between Sewers
1. Whenever a new Sewer /drain pipe clears an existing or new utility by 6 inches or less, polyethylene plastic foam must be placed between the utilities as a cushion prior to backfilling.
- D. Clearances with Electrical Distribution and Transmission Systems
1. When an underground electrical facility is identified or “marked for locate” as specified in Subsection 1.07.L above and is within the vicinity of a proposed excavation, the Contractor must provide advance notification as per Section 00 72 00, and an Electrical Safety Observer may be required. Clearances must be maintained.
 2. If Work involves tree removal, tree trimming, or trees proposed for planting within 10 feet of an overhead electrical distribution or transmission wire, the Contractor must provide advance notification as specified in Section 00 72 00, Overhead Electrical Power Lines and Trees.

PART 2 – PRODUCTS

2.01 POLYETHYLENE PLASTIC FOAM

- A. Polyethylene plastic foam used in sanitary Sewer and Storm Drain construction must meet Federal Specification PPP-C-1752C Type 1, Class 2, (ETHAFOAM™).

PART 3 – EXECUTION - NOT USED

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The requirements described in this Section are supplemental to related requirements described by Section 00 72 00 and expand on the conditions that must be met to achieve Substantial and Physical Completion. This section also provides further description of administrative procedures required to close out the Contract in accordance with Specification requirements.
- B. Related Sections include, but are not limited to:
 - 1. Section 00 72 00 - General Conditions
 - 2. Section 01 78 23 - Operations and Maintenance Manual
 - 3. Section 01 78 36 - Warranties and Bonds
 - 4. Section 01 78 39 - Record Documents

1.02 REQUIREMENTS FOR ACHIEVING SUBSTANTIAL COMPLETION

- A. Prior to requesting Owner's Representative's inspection for certification of Substantial Completion, the Contractor must meet the following requirements, as applicable to the Contract scope requirements:
 - 1. The Work required for the site/facility must be sufficiently complete and cleaned, with all construction material removed, to allow the unrestricted use of the site/facility, excluding any temporary protection measures that may have been approved by the Owner's Representative.
 - 2. When required by the Contract, permanent cores must be installed in all locks, and keys transmitted to the Owner's Representative.
 - 3. Submit a payment request (Pay Estimate) including all Work completed in satisfaction of the Work progress required for achieving Substantial Completion.
 - 4. Complete and submit a release, granting the Owner's Representative's staff and facility users full and unrestricted use of the Work and access to services, utilities, and amenities provided by the Contract.
 - 5. If applicable, provide final building permit inspection and occupancy or temporary occupancy permits as required.
 - 6. Complete start-up of HVAC and other mechanical systems and provide copies of initial balancing reports.
 - 7. Submit two (2) copies of draft As-built Records and Red-Line Drawings in accordance with Section 01 78 39 "Record Documents" for review and approval by the Consultant and Owner's Representative.
 - 8. Submit two (2) copies of the draft Operating and Maintenance Manual in accordance with Section 01 78 23 "Operating and Maintenance Manual" to the Consultant and Owner's Representative.
 - 9. Submit two (2) copies of the draft Warranties and Bonds Manual in accordance with Section 01 78 36 "Warranties and Bonds" to the Consultant and Owner's Representative
 - 10. Request confirmation of Substantial Completion by writing a letter to the Owner's Representative on Contractor's letterhead. This letter must conform to the attached example letter, requesting that a Substantial Completion

inspection be scheduled as needed to establish the actual Substantial Completion date.

- B. Process to achieve Substantial Completion:
1. Upon receipt of Contractor's request per Item 1.02.A.10 above, the Owner's Representative will confirm that the Consultant agrees the project meets the requirements for Substantial Completion.
 - a. If the Consultant so agrees, the Owner's Representative will schedule a Substantial Completion inspection within ten (10) Working Days of receipt of the inspection request.
 - b. If the Consultant does not agree the project is Substantially Complete, the Owner's Representative will notify the Contractor of the general Work items that must be complete before a substantial completion inspection can be scheduled.
 - c. If Item B.1.b. above applies, the Contractor must complete the Work items identified and submit another inspection request per Paragraph A.10 above. Step B.1 must be repeated until the Consultant agrees the Work is ready for Substantial Completion inspection by the Owner's Representative.
 2. The Owner's Representative has sole discretion to designate and invite inspectors/participants that should be present for the Substantial Completion inspection. Each participant in the inspection is responsible for providing a list of any Work deficiencies observed to the Consultant. The Consultant is responsible for preparing the Punch List of outstanding Work items based upon the results of the inspection. All individual lists will be compiled into a single Punch List by the Consultant and issued to the Contractor.
 - a. If the inspection reveals that the Work is not Substantially Complete, the process in 1.02.B.1 and B.2 shall be repeated.
 3. Once inspection confirms that the Work is Substantially Complete, the Owner's Representative shall prepare a letter confirming Substantial Completion achievement and the date thereof. The letter will be appended with a Punch List describing any remaining Work items required to achieve Physical Completion.
 4. The confirmed date of Substantial Completion will be used to determine any Liquidated Damages that may be due to the Owner. Unless specifically set forth elsewhere in the Specifications, no further Liquidated Damages will accrue after this date.
 5. Re-inspection Fees: When inspection shows that the Work has not attained the completion status claimed, the Contractor must compensate the Owner's Representative for additional labor and expenses that may be required at the Owner's Representative's sole discretion for subsequent inspections. Labor will be charged at the Owner's hourly billing rate (with standard overhead loadings applied) for the employee classification. Other expenses (such as third-party inspection firms, special tools, etc.) will be charged to the Contractor as paid by the Owner, without markup.

1.03 REQUIREMENTS FOR ACHIEVING PHYSICAL COMPLETION

- A. Prior to requesting Owner’s Representative’s inspection for certification of Physical Completion, the Contractor must meet the following requirements, as applicable to the Contract scope requirements:
1. All applicable conditions of permits required by regulatory agencies must be met.
 2. Discontinue (or change over) and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
 3. Testing of the operations of all systems must be complete and copies of the final balancing report submitted to the Owner’s Representative.
 4. All deficiencies identified on the punch list must be corrected.
 5. Final versions of the As-built Records and Red-Line Drawings must be provided in accordance with Section 01 78 39 “Record Documents” and approved by the Owner.
 6. Final version of the Operating and Maintenance Manual must be provided in accordance with Section 01 78 23 “Operating and Maintenance Manual” and approved by the Owner.
 7. Final version of the Warranties and Bonds Manual must be provided in accordance with Section 01 78 36 “Warranties and Bonds” and approved by the Owner.
 8. Upon completion of all the above items, the Contractor must request confirmation of Physical Completion by writing a letter on the Contractor’s letterhead to the Owner’s Representative. This letter must conform to the attached example letter form, requesting that a Physical Completion inspection be scheduled as needed to establish the actual Physical Completion date. A form letter for this purpose is also provided in the Contractor Forms Workbook.
- B. Process to Achieve Physical Completion:
1. Upon receipt of Contractor’s request per Item 1.03.A.8 above, the Owner’s Representative will confirm that the Consultant agrees the project meets the requirements for Physical Completion.
 - a. If the Consultant so agrees, the Owner’s Representative will schedule a Physical Completion inspection within ten (10) Working Days of receipt of the inspection request.
 - b. If the Consultant does not agree the project is Physically Complete, the Owner’s Representative will notify the Contractor of the general Work items that must be complete before a Physical completion inspection can be scheduled.
 - c. If Item B.1.b. above applies, the Contractor must complete the Work items identified and submit another inspection request. Step B.1 must be repeated until the Consultant agrees the Work is ready for Physical Completion inspection by the Owner’s Representative.
 2. The Owner’s Representative has sole discretion to designate and invite inspectors/participants that should be present for the Physical Completion inspection. Each participant in the inspection is responsible for providing a list of any Work deficiencies observed to the Consultant. The Consultant is

responsible for preparing the Punch List of outstanding Work items based upon the results of the inspection. All individual lists will be compiled into a single Punch List by the Consultant and issued to the Contractor.

3. If the inspection reveals that the Work is not Physically Complete, the process in 1.03.B.1 and B.2 shall be repeated.
4. Once inspection confirms that the Work is Physically Complete, the Owner's Representative shall prepare a letter acknowledging Physical Completion achievement and the date thereof.
5. The acknowledged date of Physical Completion will be used to determine the start of the one-year and extended warranties period.
6. Re-inspection Fees: When inspection shows that the Work has not attained the completion status claimed, the Contractor must compensate the Owner's Representative for additional labor and expenses that may be required at the Owner's Representative's sole discretion for subsequent inspections. Labor will be charged at the Owner's hourly billing rate (with standard overhead loadings applied) for the employee classification. Other expenses (such as third-party inspection firms, special tools, etc.) will be charged to the Contractor as paid by the Owner, without markup.

1.04 OWNER'S REPRESENTATIVE'S RECOMMENDATION FOR CONTRACT COMPLETION DATE

- A. The Owner's Representative's written recommendation for Contract Completion Date initiates the Contract completion approval process. The Owner's Representative will issue the written recommendation for Contract Completion Date to the Owner upon the Owner's Representative's determination that the following requirements have been fulfilled:
 1. Terms and requirements of all permits issued by regulatory agencies have been satisfied.
 2. All required special testing has been completed and approved.
 3. All changes to the Work have been completed and approved by Change Order, with associated changes to Contract price, time, and bonding requirements incorporated in the final pay request.
 4. Dates for Substantial and Physical Completion have been established in writing by the Owner's Representative.
 5. Contractor's Performance Evaluation by the Owner's Representative's Project Manager has been filed.
 6. Requirements for training of the Owner's Representative's personnel and final testing of operating systems have been satisfied.

PART 2 – PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

(Example form letters for requesting confirmation of Substantial and Physical Completion follow.)

(NOTE: Print letter on Contractor's letterhead.)

SUBSTANTIAL COMPLETION

(Date)

Mr. Mrs. ...
Project Manager
Bainbridge Island Park & Recreation District
7686 NE High School Road
Bainbridge Island, WA 98110

SUBJECT: *(Project # and Name)*
Request for Confirmation of Substantial Completion

The Work performed under this Contract has been substantially completed. The Contractor, *(Name)*, hereby requests a Punch List Inspection of Substantial Completion and establishment of the actual date of Substantial Completion.

The Contractor agrees that if Substantial Completion is confirmed as a result of the inspection, the Owner will have full and unrestricted use and benefit of all facilities and worksites included in the Work of the Contract.

The Contractor also agrees to complete or correct any and all items described on the Substantial Completion Punch List in accordance with the Contract requirements and in compliance with the Physical Completion due date established by the Contract and any Change Orders.

By:

SIGNATURE

DATE

(Contractor Name)

(NOTE: Print letter on Contractor's letterhead. This form is also provided in Contractor Forms Workbook.)

PHYSICAL COMPLETION

(Date)

Mr. Mrs. ...
Project Manager
Bainbridge Island Park & Recreation District
7686 NE High School Road
Bainbridge Island, WA 98110

SUBJECT: *Project # and Name*
 Request for Confirmation of Physical Completion

The Work items identified in the Substantial Completion inspection Punch List have been completed. The Contractor, (*Name*), hereby requests certification of Physical Completion and establishment of the date of Physical Completion and the beginning of the Contract warranty period(s).

The Contractor understands that Bainbridge Island Metro Park & Recreation District will assume all maintenance of the facility upon establishment of the Physical Completion date.

By:

SIGNATURE

DATE

(*Contractor Name*)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS: Drawings and general provisions of the Contract apply to work in this Section.

A. Specific related Sections include, but are not limited to:

1. Section 00 72 00 - General Conditions
2. Section 01 77 19 – Contract Closeout
3. Section 01 78 36 - Warranties and Bonds
4. Section 01 78 39 - Record Documents

1.02 WORK IN OTHER SECTIONS: Coordinate related work specified in other parts of the Project Manual

1.03 DESCRIPTION OF WORK: The Operations and Maintenance (O&M) Manual must contain all operating and maintenance instructions, information, and/or data relevant to all:

- A. Landscape and irrigation components;
- B. Architectural products;
- C. Finishes and furnishings;
- D. Mechanical equipment and components;
- E. Electrical equipment and components; and
- F. Any other special equipment and components required for the project.

An itemized indexed list of all warranted items and products and their warranty term must be placed at the beginning of the O&M Manual for easy reference. The O&M Manuals must be prepared in both physical form (paper) and electronic form (.pdf).

1.04 O&M MANUAL FORM AND MATERIALS

- A. Organization - the O&M Manual must be organized in accordance with the 48 Division CSI (Construction Specifications Institute) numbering system. Divisions must be flagged with tabs.
- B. Size - must be 8-1/2" x 11"
- C. Paper - provide 20 pound (74 g/m²) minimum; white for text pages.
- D. Text - provide Manufacturer's printed data, or neatly typewritten information.
- E. Drawings - accordion fold all oversize drawings to 8-1/2" x 11" size for binding.
- F. Separation of Information – Separate each CSI Division with heavy-weight, durable paper or plastic tabbed index dividers, 110-lb index (210 g/m²) or equivalent, resistant to folding and tearing. Separate each product and or component parts of equipment within a CSI Division with standard

- tabbed dividers, 90-lb index (165 g/m²) or equivalent, followed by typewritten page describing the contents of the section.
- G. Index Tabs- Each index tab must be neatly and legibly printed (using typewriter or laser printer) to describe the contents of the section. Index tabs must be durable, plastic coated, reinforced, and indexed to match the names and order listed in the Table of Contents. Inserted index tabs are not allowed.
 - H. Binders - provide:
 - 1. Commercial quality three-ring hard cover binders with durable and cleanable plastic covers for inserting required cover and spine information.
 - 2. Ring size: As suitable to content; 3 inch-maximum, 1-inch minimum.
 - 3. When multiple binders are used, correlate data into related groupings.
 - I. Manual Cover - the Cover of the O&M Manual must include the following information in the order shown:
 - 1. Title of Project
 - 2. Project Number 2208
 - 3. The words "Operations and Maintenance Manual"
 - 4. If applicable, the volume number (label volumes as 1 of 4, 2 of 4, 3 of 4, etc.)
 - 5. Company Name of primary Consultant/Designer
 - 6. Company Name of Prime Contractor
 - 7. If applicable, Company Name(s) of primary Subcontractor(s) (e.g. Mechanical, Electrical, etc.)
 - 8. Physical Completion Date (this may be provided as a placeholder for the Owner to fill in after acknowledgement of Physical Completion.
 - J. Manual Spine - the spine of the O&M Manual must show the name of the project followed by "O&M Manual" and the year completed. If there are multiple volumes, identify the volume number and the general subject matter covered in that volume.

1.05 CONTENTS

- A. Title Page - provide the title of the Project; name of the Project Manager; names, addresses, telephone numbers of the Consultant, major Subconsultants, General Contractor, and major Subcontractors; and date of Physical Completion.
- B. Table of Contents - provide a complete table of contents listing major sections of the Manual and clearly identifying categories of information in each section.
- C. Owner's Acknowledgment of Physical Completion - since the O&M Manual is due in advance of Physical Completion, this may be provided as a placeholder page, with the actual acknowledgment to be inserted by the Owner after receipt of the approved O&M Manual.
- D. Warranty List noted in 1.03 listed above.
- E. The Contractor must provide a table summarizing recommended and required maintenance activities and schedules for all equipment/components, i.e. scheduled maintenance spreadsheet. The Consultant will utilize this information in part for developing a Preventive Maintenance Schedule.

- F. Body of Manual - must be in the Construction Specification Institute (CSI) Format.
1. Divisions 02 through 48: Bind all product data, product maintenance data, and warranty information together for each product listed. All products and systems that could reasonably be expected to require repair or replacement within 40 years after Project Physical Completion must be covered in this manual. Include:
 - a. Product Data - submit original product literature only. Mark each sheet to clearly identify specific products and component parts and data applicable to installation. Modify product data as required to accurately represent completed installation. Delete inapplicable information.
 - b. Products, Applied Materials and Finishes- include all product data with catalog number, size, composition, and color and texture designations. Provide all necessary information for re-ordering custom manufactured items.
 - c. Paintings and Coatings - for all painting work, provide a complete finish schedule of products, color names and numbers, formulas, and gloss used. Provide a drawing showing all paint and color locations.
 - d. Moisture Protection and Weather Exposed Products- include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
 - e. For each product or finish, list names, addresses and telephone numbers of suppliers, including local source of supplies and replacement parts.
 - f. Drawings - supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Document as maintenance drawings.
 - g. Additional Requirements- as specified in individual specification sections and such data or information that may be identified as useful or important during instruction of Parks' personnel.
 - h. Preventive Maintenance Instructions: Include for each piece of equipment or system furnished requiring periodic inspections, lubrication, adjustment and/or other periodic tasks, as appropriate to ensure optimum and continued performance as specified.
 - i. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommend schedule for cleaning and maintenance.
- G. Warranties and Bonds:
1. Product Warranties: Include copies of all Extended Warranties with products that have them. See individual Project Manual sections for requirements. Identify such warranties in the table of contents at the beginning of the O&M Manual.
 2. Bind in a copy of each warranty with each product or system. The original of each warranty must be bound in a separate labeled hard cover binder and submitted with the Approved O&M Manuals. See section 01 78 36 - Warranties and Bonds.

1.06 SUBMITTAL SCHEDULE

- A. At least ten (10) days prior to scheduled Substantial Completion, submit two (2) copies of preliminary draft of proposed formats and outlines of contents to the Project Manager for review and approval by the Consultant and the Engineer. After the review, the copy will be returned to the contractor with accompanying comments. Incorporate comments in the draft O&M manual submitted per Paragraph 1.06.B.

- B. Prior to requesting acknowledgement of Substantial Completion, or prior to Contractor training of Parks' personnel (whichever is earlier), submit two (2) copies of completed draft O&M Manual in approved final form to the Project Manager for review and approval by the Consultant and Engineer.
- C. If the draft O&M Manual is not approved by both the Consultant and Engineer per Paragraph 1.06.B above, during the period between Substantial and Physical Completion, revise the O&M Manual to incorporate any comments, corrections, revisions, or requests for additional information received by the Consultant or Engineer. All such changes will be reviewed by the Consultant and Engineer to verify adherence to Contract requirements. The Contractor shall not request confirmation of Physical Completion until the As-Built Documents have been approved by both the Consultant and Engineer.
- C. Submit two (2) copies of approved O&M Manual(s) in final form to the Project Manager prior to Physical Completion. If the original two (2) draft copies submitted per Paragraph 1.06.B were approved by both the Consultant and Engineer without any changes needed, only one (1) final O&M Manual need be submitted at this time.
- D. Submit one (1) copy of approved O&M Manual(s) in electronic format (.pdf) along with the physical copies of the O&M Manual to the Project Manager prior to Physical Completion.

PART 2- PRODUCTS - Not Used

PART 3- EXECUTION - Not Used

END OF SECTION

PART 1 – GENERAL

1.01 GENERAL

- A. This Section addresses the need, if required, to either extend the bonded warranty for the Contractor and/or obtain extended warranties from Subcontractors, Suppliers and or Manufacturers for Materials, equipment, and installation as identified in the technical specifications of the Project Manual, and warranty inspections.
- B. Unless otherwise extended per paragraph 1.02.A below, the general guaranty and warranty for the entire project must be as provided per Section 00 72 00, paragraph 1.03.J.
- C. Related Sections include, but are not limited to:
 - 1. Section 00 72 00 - General Conditions
 - 2. Section 01 77 19 – Contract Closeout
 - 3. Section 01 78 23 - Operations and Maintenance Manual
 - 4. Section 01 78 39 - Record Documents

1.02 EXTENSION OF STANDARD CONTRACTOR-BONDED WARRANTY

- A. The general guaranty and warranty for the entire project must be as provided per Section 00 72 00, with the exception that the duration of that warranty period must extend “TBD” years from the date of Physical Completion.

1.03 EXTENDED WARRANTY FOR MATERIALS, EQUIPMENT, AND INSTALLATION

- A. Individual technical Sections may require specific warranties beyond the standard one-year bonded warranty.
- B. Subcontractors, Manufactures and Suppliers must provide limited or full warranties for products that they provide as specified elsewhere in the Project Manual.
- C. Extended warranties must start on the Physical Completion date established by the Owner and cover the warranty period specified in the technical specifications or the time period provided by the subcontractor, supplier and/or manufacturer, whichever is longer. Warranties must cover material and or equipment replacement, costs of installation, and costs associated with repair of damages caused by the removal and replacement of the defective product.
- D. Form of Extended Warranty: The Contractor must provide a separate written Warranty for each element of work wherein a separate extended warranty period is required under the Contract. Each Warranty must be printed on the Contractor’s letterhead, and any information or printed materials pertaining to that warranty must be attached thereto. The Warranty must be stated, at minimum, to include all aspects of the model statement appended to this section, and must not include any conditions or qualifications that would reduce the coverage provided by this model statement. The Contractor also has the option to utilize the model warranty language as generated by the “Warranty” sheet contained

within the Contracting Forms Workbook, provided that the form letter has been fully and accurately populated with the necessary information.

1.05 WARRANTY PROVISIONS

- A. Unless extended per Paragraph 1.02.A above, the bonded warranty period for the general Contractor must be as specified in Section 00 72 00.
- B. In the event of failure of any part of the Work during the warranty period, the Contractor must repair or remove and replace the defective components, including repair/replacement of any overlying or dependent construction, at no additional charge to the Owner.
- C. Repairs and replacements must be completed in accordance with all the requirements of the Contract Documents. Repaired or replaced Work must be equivalent to the original work unless otherwise approved in writing by the Owner.
- D. In the event of repeated failure of any repaired component, or if the Owner is not satisfied that the quality of repairs meets the requirements of the Contract Documents, the Owner may order defective work completely removed and replaced with new.
- E. The Owner will schedule a warranty inspection of all work completed under the Contract prior to expiration of the General Warranty period. The Owner will establish the date, time and place for the warranty inspection and notify the Contractor and Consultant to send representatives. Working with the Owner and the Contractor, the Consultant will identify warranty defects and prepare a warranty inspection list of items to be corrected. The Consultant will provide a copy of the warranty inspection list to the Owner and the Contractor. The Contractor must correct and/or replace defective items or defective workmanship in a reasonable time, not to exceed two months. Failure of the Contractor to correct identified warranty deficiencies may result in the Owner referring the matter for corrective action in accordance with Section 00 72 00.
- F. If any replacement or repair is made under the Warranty provisions of this Contract, the Warranty period for all Work involved in such replacement or repair must be renewed for an additional one-year period, provided, however, that the revised Warranty expiration date for such Work shall not extend more than two years past the original Warranty expiration date established upon Physical Completion.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

(Model Warranty Statement follows)

(NOTE: Print letter on Contractor's letterhead.)

CERTIFICATE OF WARRANTY

<Date>

Mr. Mrs. ...
Project Manager
Bainbridge Island Park & Recreation District
7686 NE High School Road
Bainbridge Island, WA 98110

SUBJECT: <Project # and Project Name>
 <Subcontractor Name if applicable>, <Description of Warranted Work>

<Contractor Name> certifies that the <description of warranted work>, installed by <"our company" or subcontractor name, as applicable> as part of <PW# & Project Title> located at <Park Name> (<Park Address>), is performed in strict accordance with the Contract Documents.

Furthermore, <Contractor Name> guarantees this Work to be free of defects in materials and workmanship until <last day of warranty period>, which is <number, spelled> (<#, numeric>) years from the established Physical Completion date of <Owner-confirmed Physical Completion date>, as required by the Contract.

During this warranty period, at no cost to the Owner, <Contractor Name> will repair or replace, without delay, any defects in materials, equipment, installation, and/or workmanship, as well as correct any associated damage to the Owner's property caused as a result of such defect occurring and/or repair of such defect, in full accordance with Contract requirements.

Sincerely,

<Contact name & title>,
<Company name>
<Company street address>
<Company City, State, & Zip Code>
<Contact telephone number>

PART 1 - GENERAL

1.01 RELATED SECTIONS

- A. Related Sections include, but are not limited to
 - 1. Section 00 72 00 - General Conditions
 - 2. Section 01 77 19 – Contract Closeout
 - 3. Section 01 78 23 - Operations and Maintenance Manual
 - 4. Section 01 78 36 – Warranties and Bonds

1.02 AS-BUILT DOCUMENTS

- A. As-Built Records: These consist of Redline Drawings, Architect/Engineer-approved Shop Drawings, and any other drawings or documents that accurately describe the Work actually done under the Contract, including any and all deviations from the Work as originally bid. As-Built documentation must therefore include, but not be limited to, design changes, fabrications, assembly diagrams, and other as-built records as specified in the Contract or as required by the Architect/Engineer.
- B. Redline Drawings: The Contractor must maintain a clean, undamaged set of bond copies of the Contract Drawings. This drawing set must be clearly labeled: "REDLINE DRAWINGS". This Redline Drawing set (which is sometimes referred to as "As-Built Drawings") must be neatly annotated to show the actual installation of materials and systems wherever the installation varies substantially from the Work as originally shown in the Contract Documents. The Contractor must annotate all drawings where variation between the design depicted in the Contract Documents and the As-Built conditions can be reasonably discerned. When Shop Drawings apply, record a cross-reference at the corresponding location on the Contract Drawings and affix the Shop Drawings to the prints. Clearly identify as-built modifications resulting from Change Orders with the appropriate Modification Proposal number. Give particular attention to underground or concealed elements that would be difficult to measure and record at a later date.

1.03 USE AND PROTECTION

- A. Do not use Redline Drawings or other As-Built Records for construction purposes. Protect from deterioration and loss in a secure, fire-resistive location at the project site. Provide access to all As-Built Records for the Consultant's reference during normal working hours.

1.04 QUALITY ASSURANCE

- A. Delegate the responsibility for maintenance of As-Built Documentation to one person on the Contractor's staff, as approved by the Architect/Engineer. Identify this person at the pre-construction meeting and place on the Contractor's Personnel submittal.
- B. Make entries on the Redline Drawings clearly showing as-built conditions within 24 hours after completing any element of work.
- C. Accuracy of records:

1. If changes or additions pertain to the specifications contained in the Contract Project Manual, coordinate such changes and additions within both the Redline Drawings and the pertinent Project Manual pages, making adequate and proper entries on each page of specifications and each sheet of drawings and other documents where such entry is required or relevant to show the change(s) fully and accurately.
2. Accuracy of records must be such that future search for items shown in the final project Record Documents may rely reasonably on information obtained from the approved project As-Built Documentation,

1.05 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintain and store in field office apart from documents used for construction, the following documents:
 1. Permit drawings, bearing building permit approval from regulatory agency having jurisdiction, if any.
 2. Project Manual, bearing building permit approval from regulatory agency having jurisdiction, if any.
 3. The Signed Contract, Bonds, Insurance, Addenda, Design Clarifications, Field Directives, Modification Proposals, Change Orders, and approved Substitutions.
 4. Approved shop drawings and all other submittals.
 5. Field test records.
 6. A 3-ring binder containing clearly-identified pages from the Project Manual that have been annotated to reflect As-Built conditions as described in Section 1.04.C.1 above.
- B. Provide files and racks for storage of documents
- C. File documents in accordance with Project Manual table of contents.
- D. Make documents available for weekly progress meeting and at all times for inspection by Consultant.
- E. In the event of loss of recorded data, the Contractor must use all means necessary to again secure the data to the Architect/Engineer's satisfaction.
- F. Payment may be withheld or pay requests modified for incomplete or inaccurate recording of as-built information.
- G. The Architect/Engineer may request confirmation of recorded work by independent survey or inspection. If inaccuracies are found, Architect/Engineer may order hidden elements to be exposed for recording. All costs associated with this work may be deducted from the Contractor's Contract amount if the information has either not been recorded or has been recorded incorrectly.

1.06 SUBMITTALS

- A. Before requesting confirmation of Substantial Completion, the Contractor must deliver two (2) complete color copy sets of draft As-Built Documents to the Owner for review and approval. The As-Built Documents must include the full Redline Drawing set; annotated

Project Manual; Change Orders; and approved shop drawings, product data, and samples which clearly and legibly show all deviations from the Contract Documents with red-colored pencil. The As-Built Documents must be approved by both the Architect/Engineer and the Consultant.

- B. If the draft As-Built Documents are not approved by both the Consultant and Architect/Engineer per Paragraph 1.06.A above, during the period between Substantial and Physical Completion, revise the As-Built Documents to incorporate any comments, corrections, revisions, or requests for additional information received by the Consultant or Architect/Engineer. All such changes will be reviewed by the Consultant and Architect/Engineer to verify adherence to Contract requirements. The Contractor shall not request confirmation of Physical Completion until the As-Built Documents have been approved by both the Consultant and Architect/Engineer.
- C. Once approved by both the Consultant and the Architect/Engineer, the Contractor must submit scanned color copies (PDF format) and the final, approved originals of the approved As-Built Documents to the Architect/Engineer. These must be provided prior to the Contractor requesting establishment of the actual Physical Completion date from the Architect/Engineer.

PART 2 – PRODUCTS - *Not Used*

PART 3 - EXECUTION

3.01 RECORDING

- A. Mark As-Built Documents with red erasable pencil; other colors may be used when appropriate to distinguish between elements of the Work on the same drawing, such as different systems or Work resulting from different Modification Proposals.
- B. Mark new information that was not shown on Contract Drawings or Shop Drawings, and as directed by the Architect/Engineer.
- C. Indicate changes to the Work and/or the project site that were not known prior to beginning the Work but became visible as part of the project implementation and did not result in a change order.
- D. Note all changes resulting from Modification Proposals by MP number.
- E. Note all changes resulting from Field Directives.
- F. Note all product or material substitutions.
- G. Record information concurrently with construction progress. Do not conceal any work until all relevant as-built information is recorded.
- H. The Contractor and its Subcontractors must coordinate recording of as-built information as follows:

1. The Contractor must ensure each Subcontractor makes record notations for his/her own Work and forwards these at least weekly to the general Contractor while such Work is in progress. The general Contractor must transfer each Subcontractor's notations as well as record their own notations of the general Work to a single set of As-Built Documents.
2. Legibly mark record As-Built documents to show the following:
 - a) Accurate measurements and locations of underground services and utilities referenced to the building or other permanent construction as directed by the Architect/Engineer.
 - b) Note changes of direction and locations, by horizontal dimension and vertical elevations, as utilities are actually installed.
 - c) Note deviations from the Contract documents, and reference reason for change (e.g., construction meeting minutes, telephone call report, field order, etc.).
 - d) Show details and locations not on original Contract drawings.
 - e) Indicate field changes of dimensions and details.
- I. Project Manual Specifications (including relevant Addenda): Legibly mark each section to record:
 1. Manufacturer, trade name, catalog number, and Supplier of each equipment item and material actually installed; and
 2. Changes made by field directive or by change order.
- J. Shop Drawings, product data sheets and samples: Maintain one complete set as Record Documents and legibly annotate to record all approved changes.

3.02 ORGANIZATION OF RECORD DOCUMENTS

- A. Organize all Record Documents into a manageable set, and print suitable titles, dates and other identification on the cover sheet(s).

END OF SECTION