

ADVERTISEMENT FOR BIDS

CITY OF PORT ORCHARD MCCORMICK VILLAGE PARK SPLASH PAD TREATMENT FACILITY INSTALLATION CONTRACT NO. C075-22

Notice is hereby given that sealed bids will be received at the office of the City Clerk for the City of Port Orchard, 216 Prospect Street, Port Orchard, WA 98366 until 1:00 PM on Friday, June 24th, 2022, for construction of the **McCormick Village Park Splash Pad Treatment Facility Installation**, Contract No C075-22. No proposals will be accepted after the above-stated time. Immediately following the above-stated time, the proposals will be publicly opened and read.

The project includes: a new package pump station and treatment building that will treat water recycled from the existing McCormick Woods Splash Pad.

The project will be completed in two phases: Preconstruction Phase and Construction Phase. The Preconstruction Phase shall begin within **five (5)** days of the CONTRACT START DATE and include submittals review, equipment procurement, requests for information, and work directives, if needed. The Construction Phase includes the installation of the treatment equipment and shall begin no earlier than September 12, 2022, after the summer season for the splash pad has concluded. The total anticipated duration of both phases is seven (7) months from the CONTRACT START DATE.

Work is shown on the drawings and described in the specifications but, in part, includes:

- Construct a 20'-4" x 11'-0" building
- Furnish and install one duplex package grinder pump station
- Furnish and install a new solenoid control panel
- Furnish and install one booster pump
- Furnish and install one media filter
- Furnish and install six hydro pneumatic tanks
- Furnish and install one sodium hypochlorite (chlorine solution) feed system,
- Furnish and install one peracetic acid (pH adjustment solution) feed system,
- Furnish and install piping
- Relocated the existing solenoid valve control system
- Furnish and install electrical equipment,
- Furnish and install landscaping and fencing,
- Furnish and install sitework.

The Engineer's construction estimate for this project is \$472,000.

Access to bidding information (plans, specifications, addenda, and Bidders List) is available through City of Port Orchard's on-line plan room www.cityofportorchard.us/bids-and-proposals.

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

If you do not have access to the Web, you may make arrangements to pick up a plan set at the Port Orchard City Hall, City Clerk's Office, 216 Prospect Street, Port Orchard, WA 98366, 360-876-4407, for a NON-REFUNDABLE fee of \$50.00. If you wish the bid documents mailed to you, add \$10.00 to cover postage. Informational copies of any available maps, plans, specifications, and subsurface information are on file for inspection in the office of the Port Orchard Project Engineer, 216 Prospect Street, Port Orchard, WA 98366.

All bid proposals shall be accompanied by a bid security (bid deposit) in the form of a cash deposit, certified or cashier's check, postal money order, or surety bond made payable to the City of Port Orchard, for a sum not less than five percent (5%) of the amount of such bid, including sales tax. Should the successful bidder fail to enter into such contract and furnish satisfactory payment and performance bonds within the time stated in the Specifications, the bid security (bid deposit/bond) shall be forfeited to the City of Port Orchard.

The award of the Contract will go to the qualified bidder submitting the lowest responsible and responsive bid. The City reserves the right to reject any and all bids or waive any informality or irregularity in the bidding and make the award as deemed to be in the best interest of the City and the public.

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

The City is an equal opportunity and affirmative action employer. Small and Minority-owned businesses, women-owned businesses, and labor surplus area firms are encouraged to submit bids.

Notice is given to all potential bidders that any bid responses may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidders are advised to mark any records believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City may elect to give notice to the bidder of the request so as to allow the bidder to seek a protective order from a Court. Please be advised, however, that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

Published: Kitsap Sun – Friday, June 10th, 2022; and Friday, June 17th, 2022

Daily Journal of Commerce – Friday, June 10th, 2022; and Friday, June 17th, 2022

City of Port Orchard Website – Friday, June 10th, 2022

Builders Exchange Website – Friday, June 10th, 2022

NOTICE TO PROSPECTIVE BIDDERS
MCCORMICK VILLAGE PARK SPLASH PAD TREATMENT FACILITY INSTALLATION

In accordance with Section 1-02.4(1) of the Standard Specifications, it is the City of Port Orchard's policy that questions concerning the project during the bidding process be submitted in written form. Please submit any questions that are pertinent to bidding the contract, and that are not answered by information contained in the Contract Documents, to the City of Port Orchard Engineering Department via email at publicworks@cityofportorchard.us, Attention: Mark R. Dorsey, PE.

All emails must be received at least **three (3)** business days prior to the bid opening for a response. All prospective bidder questions and the City's response will be sent via email, if possible, to all prospective bidders who have purchased plans approximately **two (2)** days prior to the bid opening.

If you believe the Contract Documents contain an error or error(s), please provide us with that information via email. An addendum will be issued to all prospective bidders if a correction is needed.

I have the following question(s)/comment(s):

I believe the Contract Document(s) has (have) the following error(s):

Please respond to:

Name: _____

Representing: _____

Address: _____

Fax Number: _____

INFORMATION AND CHECKLIST FOR BIDDERS

The following supplements the information in the Advertisement for Bids:

1. Pre-Bid Conference

No pre-bid conference will be held.

2. Examination of Plans, Specifications, and Site

Before submitting his/her bid, the Contractor shall carefully examine each component of the Bid Documents and any other available supporting data so as to be thoroughly familiar with all the requirements.

The Bidder shall make an alert, heads-up, eyes-open reasonable examination of the project site and conditions under which the Work is to be performed, including but not limited to: current site topography, soil and moisture conditions; underground obstructions; the obstacles and character of materials which may be encountered; traffic conditions; public and private utilities; the availability and cost of labor; and available facilities for transportation, handling and storage of materials and equipment.

3. Property Issues

All bidders shall base their bids upon full restoration of all property within the right-of-way and easements, and wherever Bidder will have right-of-entry. The easements and right of entry documents that have been acquired are available for inspection and review. The Bidder is advised to review the conditions of the permits, easements, and rights-of-entry, as s/he shall be required to comply with all conditions at no additional cost to the Owner. All other permits, licenses, etc., shall be the responsibility of the Bidder. The Bidder shall comply with the requirements of each.

4. Interpretation of Bid Documents

The Bidder shall promptly notify Owner of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from the Bid Documents. Questions or comments about these Bid Documents should be directed to the attention of: Mark R. Dorsey, PE, Public Works Director/City Engineer, and sent via email to publicworks@cityofportorchard.us or mail/drop off to 216 Prospect Street, Port Orchard, WA 98366. Questions received less than **three (3)** days prior to the date of bid opening may not be answered. Any interpretation or correction of the Bid Documents will be made only by addendum, and a copy of such addendum will be distributed through plan holders lists at Builders Exchange www.bxwa.com, the City's Website www.cityofportorchard.us/bids-and-proposals and the City Clerk's Plan holders list. The Owner will not be responsible for any other explanations or interpretations.

of the Bid Documents. No oral interpretations of any provision in the Bid Documents will be made to any Bidder.

5. Bidding Checklist

All bids shall be submitted on the exact forms provided in these Bid Documents and listed below. Failure to submit any of these forms may be grounds for rejection of the bid. Sealed bids for this proposal shall be submitted as specified in the Advertisement for Bids. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder, and the name and number of the project for which the bid is submitted. All bids will remain subject to acceptance for **sixty (60)** calendar days after the day of the bid opening.

- A. **Proposal** – Bidders must bid on all items contained in the Proposal. If any unit price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the extension column.
- B. **Bid Security** – Bid Bond is to be executed by the Bidder and the surety company unless bid is accompanied by a cash deposit, cashier's or certified check, or postal money order. The amount of this bond shall be not less than five percent (5%) of the total bid, including sales tax, if applicable, and may be shown in dollars. Surety must be authorized to do business in the State of Washington and must be on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.
 - i. The bond form included in these Contract Provisions **MUST** be used; no substitute will be accepted. If an attorney-in-fact signs the bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.
 - ii. The bid bond/deposit of the successful Bidder will be returned provided s/he executes the Contract, furnishes satisfactory performance bond covering the full amount of work, provides evidence of insurance coverage, and other documents required by the contract documents within **fourteen (14)** calendar days after Notice of Award. Should s/he fail or refuse to do so, the Bid Deposit or Bond shall be forfeited to the City of Port Orchard as liquidated damages for such failure.
 - iii. The Owner reserves the right to retain the security of the three lowest bidders until the successful Bidder has executed the Contract and furnished the performance bond.
- C. **Non-Collusion Declaration** – DOT Form 272-036H EF included in these Contract Provisions must be returned with the bid proposal.
- D. **Bidder's Qualification Form** – Regarding forms D and E, the Owner reserves the right to check all statements and to judge the adequacy of the Bidders qualifications.
- E. **Certification of Compliance with Wage Payment Statutes** – Must be filled in and signed.
- F. **Supplemental Criteria Information Form** - Must be filled in and signed.

G. - **Subcontractors List** – Must be completed

6. Contract Checklist

The following forms are to be executed by the successful Bidder after the Contract is awarded. The Contract and Performance and Payment Bond are included in these Bid Documents and should be carefully examined by the Bidder.

- A. **Contract** – Two copies to be executed by the successful Bidder. Bid and Contract Documents must be executed by the Contractor’s President or Vice-President if a corporation, or by a partner if a partnership. In the event another person has been duly authorized to execute contracts, a copy of the resolution or other minutes establishing this authority must be attached to the Proposal and Contract documents.
- B. **Performance/Payment Bond and Warranty Bond** – Three copies of each type of bond to be executed by the successful Bidder and his surety company. These bonds cover successful completion of all work and payment of all laborers, subcontractors, suppliers, etc. and provide a warranty for the contract work. The bond forms included in these Bid Documents **MUST** be used; no substitutes will be accepted. If an Attorney-in-fact signs the bond(s), a certified and effectively dated copy of their Power of Attorney must accompany the bond(s).
- C. **Certificates of Insurance** – To be executed by an insurance company acceptable to the Owner, on ACCORD Forms. Required coverages are listed in Section 1-07.18 of the Standard Specifications, as may be modified by the Special Provisions. The Owner shall be named as “Additional Insured” on the insurance policies.
- D. **Selection of Retainage Option** – Pursuant to RCW 60.28.010, 5% retainage will be retained until fulfillment of state and local compliance is documented. The retainage form should be completed by the successful bidder
- E. **Prevailing Wage Requirements** –

The Contractor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the Contract. The applicable wage rates are set forth in the State of Washington Department of Labor and Industries Prevailing Wage Rate Schedule, RCW 39.12.020.

The project site is located in **Kitsap County**.

The prevailing wage schedule in effect for the work under the Contract will be the one in effect upon the prime contractor’s bid due date with these exceptions:

- If the project is not awarded within six (6) months of the bid due date, the award date (the date the contract is executed) is the effective date.
- If the project is not awarded pursuant to bids, the award date (the date the contract is executed) is the effective date.
- Janitorial contracts follow WAC 296-127-023.

For contract number C075-22 the prime contractor bid due date is **Friday, June 10th, 2022**.

Except for janitorial contracts, the rates in effect on the bid due date shall apply for the duration of the contract (unless otherwise noted in the solicitation).

It is the responsibility of the Contractor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.

The selected Contractor must submit to the Department of Labor and Industries, a "Statement of Intent to Pay Prevailing Wages". A copy of the certified Intent Statement must be submitted to the City prior to payment of the first invoice. The Contractor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement: "I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries."

The selected Contractor must submit to the Department of Labor and Industries an "Affidavit of Wages Paid" and a copy of an approved Affidavit must be submitted at the end of the contract to the City before the last payment or any retained funds will be released.

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City.

The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, RCW 39.12.060 and WAC 296-127-060.

Look up the prevailing rates of pay, benefit, and overtime codes from this link: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp> A copy of the prevailing wage rates is available for viewing at the City of Port Orchard Department of Public Works. A hard copy will be mailed upon request.

For prevailing wage questions, contact the Department of Labor & Industries at PW1@Lni.wa.gov or 360-902-5335.

7. Contractor Disqualification

A bidder will be deemed not responsible, and the proposal rejected if the bidder does not meet the following responsibility criteria set forth in RCW 39.04.350, which provides, in part, as follows:

(1) Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

(a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;

(b) Have a current state unified business identifier number;

(c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;

(d) Not be disqualified from bidding on any public works contract under [RCW 39.06.010](#) or [39.12.065\(3\)](#);

(e) If bidding on a public works project subject to the apprenticeship utilization requirements in [RCW 39.04.320](#), not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;

(f) Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption

(g) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of chapter 49.46, 49.48, or 49.52 RCW.

The Bidder shall submit a signed statement to the City in accordance with Chapter 5.50 RCW verifying under penalty of perjury that (1) the bidder is in compliance with the responsible bidder criteria in subsection (1)(g) above; and (2) that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency in accordance with Executive Orders 12549 and 12689, 24 C.F.R. Pt. 24.

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



**STATEMENT OF INTENT TO
 PAY PREVAILING WAGES**
Public Works Contract
\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS
 Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person		Phone Number	
County where work will be performed		City where work will be performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____		Expected job start date (mm/dd/yy)	
Will employees perform work on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below. (If you choose "No" and this changes later, you certify that you will submit a new form listing workers.)		Do you intend to use subcontractors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you intend to use apprentice employees? <input type="checkbox"/> Yes <input type="checkbox"/> No		Responding "Yes" to either of the questions above will then require you to list the subcontractor, their UBI #, and Contractor Registration # (if they are required to have one) on Addendum B of the Affidavit of Wages Paid form.	

Craft/trade/occupation. (Do NOT list apprentices.) When using employees in more than one craft, each craft transition must be accurately recorded on the time sheet.	Estimated number of workers	Rate of hourly pay	Rate of hourly fringe benefits

Sample

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email Address	Phone Number
For L&I Use Only	
APPROVED:	Department of Labor and Industries
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax) or time and materials, if applicable.	\$ _____
I hereby certify that the information, including any addendums, is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

F700-029-000 statement of intent to pay prevailing wages 05-08

DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I
 (White & canary copies must be submitted-canary will be retained by L&I after approval.)



AFFIDAVIT OF WAGES PAID
Public Works Contract
\$40.00 Filing Fee Required

Affidavit ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS
 Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person		Phone Number	
County where work was performed		City where work was performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Date work completed (mm/dd/yy)		Date Intent filed (mm/dd/yy)	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project:		Intent ID #	
Did Employees Perform Work on this Project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below.		Was all work subcontracted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Did Employees Perform Work on this Project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below.		Did you use subcontractors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Responding "Yes" to either of the above questions will require that you fill out Addendum B, List of Next Tier Subcontractors.			
Job start date (mm/dd/yy)			

Craft/trade/occupation and apprentices. (For apprentices, give name, registration #, trade, dates of work on project, stage of progression, wage and fringe.)	Number of workers	Total # of hours worked - ea. trade	Rate of hourly pay	Rate of hourly fringe benefits

Sample

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email address	Phone Number
For L&I Use Only	
APPROVED: Department of Labor and Industries	
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax.)	\$ _____
I hereby certify that the information, including any addendums, is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number:	<input type="checkbox"/> \$40 or \$ _____
Issued By:	_____

F700-007-000 affidavit of wages 05-08

DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I
 (White & canary copies must be submitted-canary will be retained by L&I after approval.)

PROPOSAL

**CITY OF PORT ORCHARD
MCCORMICK VILLAGE PARK SPLASH PAD TREATMENT FACILITY INSTALLATION
CONTRACT NO.C046-22**

To: Mayor and City Council
City of Port Orchard, Washington

Contractor: _____
State License No.: _____

Date: _____
Month/Day/Year

Bidder’s Declaration and Understanding

The Bidder declares that s/he has carefully examined the Contract Documents for the construction of the project, that s/he has personally inspected the site, that s/he has satisfied her/himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that s/he has exercised her/his own judgment regarding the interpretation, of subsurface information and has utilized all data, which s/he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at her/his conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, s/he will, within **fourteen (14)** calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of her/his Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

*Rev 1/29/18 by SEC
City of Port Orchard*

Start of Construction and Contract Completion

The Bidder further agrees that within **fourteen (14)** calendar days of CONTRACT START DATE, s/he will meet with engineering personnel and begin Preconstruction Phase work no later than **five (5)** days after the CONTRACT START DATE, and complete the construction within **sixty (60)** working days of the Construction Phase START DATE that shall begin after September 12, 2022.

Lump Sum and Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices, and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

SCHEDULE OF CONTRACT PRICES
MCCORMICK VILLAGE PARK SPLASH PAD TREATMENT FACILITY INSTALLATION

NOTE: Unit prices for all items and the total amount bid must be shown. The Project must be bid in its entirety, including all bid items as specifically listed in the Proposal, in order to be considered a responsive bid. Where conflict occurs between the unit price and the total amount named for any items, the unit price typed or printed and entered in ink shall prevail. The Contracting Agency reserves the right to award all work bid according to the lowest qualified responsive bid tendered, available funds, and as it best serves the interest of the Contracting Agency. All work awarded will be made to the same Contractor/bidder.

Item No.	Estimated Quantity	SP or STD	Description of Items	Unit Price	Amount
1	1	STD	Mobilization		
			\$	LS	\$
			Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor which occur before 10 percent of the total original Contract amount is earned from other Contract items. Items which are not to be included in the item of Mobilization include but are not limited to: any portion of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items; profit, interest on borrowed money, overhead, or management costs; any costs of mobilizing equipment for force account Work. Based on the lump sum Contract price for "Mobilization", partial payments will be made as follows: when 5 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 50 percent of the amount Bid for mobilization, or 5 percent of the total original Contract amount, whichever is the least, will be paid. 2; when 10 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 100 percent of the amount Bid for mobilization, or 10 percent of the total original Contract amount, whichever is the least, will be paid; when the Substantial Completion Date has been established for the project, payment of any amount Bid for mobilization in excess of 10 percent of the total original Contract amount will be paid. (1-09) Per Lump Sum		
A1	1	SP	Demolition and Removals		
			\$	LS	\$
			Demolition and Removals lump sum will be full payment for all Work associated with the preparation for and implementation of demolition and removal, as indicated on the plans, except included in or incidental to other bid items (See Drawings)		
A2	1	STD	Erosion Control		
			\$	LS	\$

Rev 1/29/18 by SEC
City of Port Orchard

McCormick Village Park Splash Pad Treatment Facility Installation, Project # PW2022-008, Contract #C075-22
LD-15

Bid Documents

Item No.	Estimated Quantity	SP or STD	Description of Items	Unit Price	Amount
			Erosion control lump sum shall be full payment for the work, materials, tools, labor, and equipment required to install, maintain, and remove all erosion control measures, except Stabilized Construction Entrance (Bid Item A3) or Temporary Fence (Bid Item A4), (See Drawings)		
A3	1	STD	Construction Entrance		
			\$	EA	\$
			Stabilized construction entrances will be measured by each entrance constructed. The unit price will include all work, materials, tools, labor, and equipment required to install, maintain, and remove the Construction Entrance. (See Drawings)		
A4	1	STD	Temporary Fence		
			\$	LS	\$
			Temporary Fence will be measured by linear foot of completed fence. The unit price for temporary fence shall include all work, materials, tools, labor, and equipment required to install, maintain, and remove Temporary Fence. (See Drawings)		
A5	1	SP	Excavation Export Excess Materials		
			\$	LS	\$
			Full payment for all Work associated with transport of excess materials. (See Drawings)		Per Lump Sum
A6	551	SP	Gravel 7-Inch		
			\$	SF	
			The unit price per square foot shall include hauling, furnishing, placing, and compacting base rock as shown on the Plans and specified in the Contract Documents. The unit price shall also include the removal and proper disposal of material being replaced by the gravel. No additional or separate payment shall be made for sub-grade preparation. (See Drawings)		
A7	315	STD	Base Rock 4-Inch		
			\$	TN	\$
			The unit price per ton shall include hauling, furnishing, placing, and compacting base rock as shown on the Plans and specified in the Contract Documents. The unit price shall also include the removal and proper disposal of material being replaced by		

Item No.	Estimated Quantity	SP or STD	Description of Items	Unit Price	Amount
			the base rock. No additional or separate payment shall be made for sub-grade preparation. (See Drawings)		
A8	10	STD	Concrete		
			\$	CY	\$
			Cement concrete pavement will be measured by the cubic yard for the completed pavement. The volume will be determined from measurements taken as listed: the width measurement will be the width of the pavement shown on the typical cross-section in the Plans, additional widening where called for, or as otherwise specified in writing by the Engineer; the length will be measured along the center of each Roadway or ramp; the depth shall be determined by magnetic pulse induction thickness testing. The depth utilized to calculate the volume shall not exceed the Plan depth plus 0.04 feet. The unit Contract price per cubic yard for "Cement Conc. Pavement" shall be full compensation for all costs incurred to carry out the Work. All costs associated with performing the magnetic pulse induction thickness testing shall be included in the unit Contract price per cubic yard for "Cement Conc. Pavement" (See Drawings)		
A9	236	STD	Asphalt Paving 3-inch		
			\$	TN	\$
			The unit price per ton shall include all work, materials, tools, labor, and equipment required for installation of temporary and permanent asphalt as shown on the Plans and specified in the Contract Documents. The unit price shall also include sawcutting existing asphalt, removal and proper disposal of subgrade and all existing asphalt being replaced by the new asphalt, preparing the sub-grade for paving; cleaning of existing asphalt; joint sealing; grinding at transitions; placing tack coat; furnishing, hauling, placing, and compacting the temporary and permanent asphalt pavement; adjusting all utility covers and monument case covers to the new grade as necessary; replacing all disturbed pavement striping and markings; and all other incidental work to complete the asphalt pavement. No pay factors will be used for temporary or permanent asphalt pavement. The Contractor is hereby advised that existing asphalt pavement varies by depth and material and no additional compensation shall be made for these variances. The unit price per ton shall include all work, materials, tools, labor, and equipment required for installation of temporary and permanent asphalt trench patch, as shown on the Plans, including but not limited to, subgrade preparation, cleaning of existing asphalt, joint sealing, placing tack coat, furnishing, hauling, placing, and compacting the temporary and permanent asphalt pavement, adjusting utility covers and monument case covers to the new grade as necessary,		

Item No.	Estimated Quantity	SP or STD	Description of Items	Unit Price	Amount
			and replacing disturbed pavement striping and markings. The amount of asphalt is determined by the surface area shown on the drawings. (See Drawings)		
A10	1	SP	Landscaping		
			\$	LS	\$
			The Landscaping lump sum all work, materials, tools, labor, and equipment required to complete landscaping activities as determined in the Contract Drawings, including but not limited to seeding, mulching, planting, and tree pruning (See Drawings)		
A11	466	SP	Overexcavation		
			\$	CY	\$
			(Words) (See Drawings)	Per Cubic Yard	
A12	1	STD	Pre-Cast Structure		
			\$	EA	\$
			The unit cost for each Pre-Cast Structure shall include all work, materials, tools, labor, and equipment required for installation of the pre-cast structure. (See Drawings)		
A13	1	STD	Site Piping		
			\$	LS	\$
			The site piping lump sum for site pipe of the kind and size specified in the contract drawings shall be full pay for furnishing, hauling, and assembling in place the completed installation including all wyes, tees, special fittings, joint materials, and bedding and backfill material for the completion of the installation to the required lines and grades (See Drawings)		
B1	252	STD	New Building		
			\$	SF	\$
			New building will be measured per square foot for the completed building. The unit price per square foot shall include all work, materials, tools, labor, and equipment required for installation of the new building, as shown in the Contract Drawings, except as included in Building Foundation.(See Drawings)		
C1	3	STD	Building Foundation		
			\$	CY	\$
			Building Foundation will be measured by the cubic yard for the completed building foundation. The unit price per cubic yard of building foundation shall be full payment for all costs to perform the Work in		

Item No.	Estimated Quantity	SP or STD	Description of Items	Unit Price	Amount
			connection with constructing building foundation. (Words) (See Drawings)		
D1	1	SP	Grinder Pump Package		
			\$	LS	\$
			The Grinder Pump Package lump sum price shall include all work material, tools, labor, and equipment required for installation, testing, and final set up of Grinder Pump Package. (See Drawings)		
D2	1	SP	Media Filter		
			\$	LS	\$
			The Media Filter lump sum price shall include all work, materials, tools, labor, and equipment required to furnish and install the media filter. (See Drawings)		
D3	1	SP	Chemical Feed Tanks		
			\$	LS	\$
			The Chemical Feed Tanks lump sum price shall include all work, materials, tools, labor, and equipment required to furnish and install the chemical feed tanks. (See Drawings)		
D4	1	SP	Chemical Feed Pumps		
			\$	LS	\$
			The Chemical Feed Pumps lump sum price shall include all work, materials, tools, labor, and equipment required to furnish and install the chemical feed pumps. (See Drawings)		
D5	1	SP	Miscellaneous Chemical Equipment		
			\$	LS	\$
			The Miscellaneous Chemical Equipment lump sum price shall include all work, materials, tools, labor, and equipment required to furnish and install the miscellaneous chemical equipment as indicated on the Contract Drawings. (See Drawings)		
D6	1	SP	Interior Mechanical Piping		
			\$	LS	\$
			The interior mechanical piping lump sum for kind and size pipe specified in the contract drawings shall be full pay for furnishing, hauling, and assembling in place the completed installation including all wyes, tees, special fittings, joint materials, and appurtenances for the completion of the installation as indicated on the Contract Drawings. (See Drawings)		
E1	1	SP	HVAC Equipment		
			\$	LS	\$

Item No.	Estimated Quantity	SP or STD	Description of Items	Unit Price	Amount
			The HVAC Equipment lump sum price shall include all work, materials, tools, labor, and equipment required to furnish and install the HVAC equipment as indicated on the Contract Drawings (See Drawings)		
F1	1	SP	200 Amp Breaker Sub Panel		
			\$	LS	\$
			The 200 Amp Breaker Sub Panel lump sum price shall include all work, materials, tools, labor, and equipment required to furnish and install the 200 amp breaker sub panel as indicated on the Contract Drawings(See Drawings)		

Sub-Total	\$
Washington State Sales Tax (9.2%)	\$
TOTAL	\$

SALES TAX

Retailing/Retail Sales Tax Rule WAC 458-20-170: Washington State Retail sales tax added as percent (%) in addition to contract bid price; sales tax shown as separate line item.

The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than **fourteen (14)** calendar days after Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:

**CITY OF PORT ORCHARD
MCCORMICK VILLAGE PARK SPLASH PAD TREATMENT FACILITY INSTALLATION
CONTRACT NO. C075-22**

_____	_____	_____	_____
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
_____	_____	_____	_____
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that s/he has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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.

<u>OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:</u>	
“I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.”	
Signature:	Date:
Printed Name and Title:	Location or Place Executed (City, State):
Business Address:	Business Telephone:

NOTES: If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is 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).

STATE OF _____)
)ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ signed this proposal, on oath stated that he/she was authorized to execute the proposal and acknowledged it as the _____ (title) of _____ (name of party on behalf of whom proposal was executed) and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this _____ day of _____, 20____.

Notary Public

Printed Name

My Commission Expires:

BIDDER'S QUALIFICATION FORM

**CITY OF PORT ORCHARD
MCCORMICK VILLAGE PARK SPLASH PAD TREATMENT FACILITY INSTALLATION
CONTRACT NO. C075-22**

1. Name _____ of _____ Contractor:

Address: _____

2. Telephone No. _____ (_____) _____ Fax
No.: _____ (_____) _____

3. Washington State Dept. of Labor and Industries Worker's Compensation Account No.:

4. Washington State Dept. of Licensing Contractor's Registration No.: _____

Expiration Date: _____

5. Washington State Uniform Business Identifier No.: _____
(Must have UBI number before the contract is awarded.)

6. Number of years engaged in contracting business under above name: _____

7. At the time of bid submittal, did the contractor have a certificate of registration in compliance with Chapter 18.27 RCW? _____

8. Does the contractor have industrial insurance coverage for its employees working in Washington as required in Title 51 RCW? _____

9. Does the contractor have an employment security department number as required in Title 50 RCW? (provide number): _____

10. Does the contractor have a state excise tax registration number as required in Title 82 RCW? (provide number): _____

11. Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)? _____

12. Has the contractor received training on the requirements related to public works and prevailing wage under chapters 39.04 and 39.12 RCW, as required in RCW 39.04.350(1)(f) _____

13. Within the three-year period immediately preceding the date of the bid solicitation, was the contractor (determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction) to have willfully violated, as defined in [RCW 49.48.082](#), any provision of chapter 49.46, 49.48, or 49.52 RCW? _____

14. Has the contractor violated the “Off-site Prefabricated Non-Standard Project Specific Items” reporting requirements more than one time as determined by the department of labor and industries? _____

15. Particular types of construction performed by your company: _____

16. Gross amount of contracts now on hand: \$ _____

17. List similar recent construction projects that your firm has done in the last 5 years (i.e., water and storm and sanitary sewer main construction, road reconstruction, excavations, extensive dewatering, etc.):

Amount	Type	Owner's Name	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

18. What is the construction experience of the principal individuals to be assigned to this project?

Name	Title	Years of Construction Experience	Availability

Pursuant to RCW 39.06.020, the contractor further agrees to verify responsibility criteria for each of its subcontractors and to require each of its subcontractors to both verify responsibility criteria as described herein for its subcontractors and include instant condition for verification requirement.

By: _____
(Authorized Signature)

Title: _____

Date: _____

NOTE: Any bidder having current outstanding litigation with the City will not be considered responsible and will be rejected by the City.

**BID SECURITY
CITY OF PORT ORCHARD
MCCORMICK VILLAGE PARK SPLASH PAD TREATMENT FACILITY INSTALLATION
CONTRACT NO. C075-22**

Bid Deposit:

The undersigned Principal hereby submits a Bid Deposit with the City of Port Orchard in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of _____ Dollars (\$_____).

Bid Bond:

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal and _____, as Surety, are held firmly bound unto the City of Port Orchard, Washington, as Obligee, in the penal sum of _____ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this obligation are such that if the Obligee shall make any award to the Principal for _____, Port Orchard, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said Proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this Bond.

Signed, Sealed and Dated this _____ day of _____, 20____.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

Printed Name and Title

By: _____
Attorney-in-Fact (Attach Power of Attorney)

Name and address of local office of
Agent and/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specification.

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

DOT Form 272-036H EF
Revised 5/06

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date Friday, May 20th, 2022, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Officer/Representative*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation/LLC

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 or limited liability company, this certificate must be executed in the entity’s name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, this certificate must be executed by a partner.*

SUPPLEMENTAL CRITERIA INFORMATION FORM

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria, the apparent two lowest Bidders must submit to the Owner by 12:00 p.m. (noon) of the second business day following the bid submittal deadline, this Supplemental Criteria Information Form verifying that the Bidder meets the Mandatory Criteria under RCW 39.04.350(1) and the Supplemental Bidder Criteria stated below. The two lowest Bidders shall also submit supporting documentation including but not limited to that detailed below (sufficient in the sole judgment of the Owner) demonstrating compliance with all mandatory and supplemental responsibility criteria. The Owner reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess Bidder responsibility. The Owner also reserves the right to obtain information from third parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Owner may (but is not required to) consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

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

If the Owner determines the Bidder does not meet the bidder responsibility criteria and is therefore not a responsible Bidder or the bid is not responsive, the Owner shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within **two (2)** business days of the Owner's determination by presenting its appeal and any additional information to the Owner. The Owner will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible (or the bid is not responsive), the Owner will not execute a contract with any other Bidder until at least **two (2)** business days after the Bidder determined to be not responsible (or the bid not responsive) has received the Owner's final determination.

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

For criteria with check boxes, the bidder will check either "Yes" or "No." For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Project Name:	
Part A. General Company Information	
Company Name:	
Address:	
Contact Phone:	Contact E-mail:
Years in business as a Prime Contractor:	Years in business as a subcontractor:
Years in business under Present Name:	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years.	
Explain reason for name change(s) in the past five (5) years)	
Part B. Delinquent State Taxes	
Is the bidder listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website:	
http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx	
Yes <input type="checkbox"/> No <input type="checkbox"/>	
If "Yes" attach a copy of the written payment plan approved by the Department of Revenue.	
Part C. Federal Debarment	
The bidder shall not be listed as a current debarred or suspended bidder on the Federal "System For Award Management" website www.sam.gov. Is the bidder listed as debarred or suspended?	
Yes <input type="checkbox"/> No <input type="checkbox"/>	

Part D. Subcontractor Responsibility
Does the bidder’s standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractors? Does the subcontract form require that each of the bidder’s subcontractors have and document a similar procedure for sub-tier subcontractors?
Yes <input type="checkbox"/> No <input type="checkbox"/>
If “Yes” or “No”, provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.
Part E. Prevailing Wages
In the last five (5) years, has the bidder had prevailing wage complaints filed against it or received violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis-Bacon wage compliance?
Yes <input type="checkbox"/> No <input type="checkbox"/>
If “Yes,” attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.
Part F. Claims Against Retainage and Bonds
Does the bidder have a record of any claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
Yes <input type="checkbox"/> No <input type="checkbox"/>
If “Yes”, attach a separate signed / dated statement for each project with claims which includes the following: 1) Owner and contact information for the owner; 2) a list of claims filed against the retainage and/or payment bond for the project; and 3) a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City may contact previous owners to validate the information provided by the Bidder. The City shall evaluate the information to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part G. Public Bidding Crime
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
Yes <input type="checkbox"/> No <input type="checkbox"/>
Part H. Termination for Cause/Termination for Default
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
Yes <input type="checkbox"/> No <input type="checkbox"/>
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part I. Lawsuits
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
Yes <input type="checkbox"/> No <input type="checkbox"/>
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration.
Part J. Work Experience
List at least three construction projects on the attached Work Experience Form, each of which meet all of the following criteria:
<ul style="list-style-type: none"> • Successfully completed pavement repairs of arterial classified streets and/ or highways, in the past 7 years. • Work includes grinding and patching. • Contract value exceeding \$100,000.00.

Part K. Signature	
<i>I hereby certify, warrant and declare under penalty of perjury that the information included herein is correct and complete. Failure to disclose requested information or submitting false or misleading information may result in rejection of my bid, termination of my contract, and may impact my firm's ability to bid on future projects.</i>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title

SUBCONTRACTOR LIST

Per RCW 39.30.060, the bidder is required to submit as part of the bid the names of the subcontractors with whom the bidder 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 and is also required to list the names of subcontractors with whom the bidder will subcontract for performance of the work of structural steel installation and rebar installation. The bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate.

The work to be performed is to be listed below the subcontractor(s) name. The requirement to name the bidder's proposed HVAC, plumbing, electrical, structural steel installation, and rebar installation subcontractors applies only to proposed HVAC, plumbing, electrical, structural steel installation, and rebar installation subcontractors who will contract directly with the bidder submitting the bid to the public entity.

Failure to list subcontractors who are proposed to perform the work of HVAC (heating, ventilation and air conditioning), plumbing, and electrical, or to name itself to perform such work, or failing to name subcontractors who are proposed to perform structural steel installation or rebar installation, or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

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

CONTRACT

**CITY OF PORT ORCHARD
MCCORMICK VILLAGE PARK SPLASH PAD TREATMENT FACILITY INSTALLATION
CONTRACT NO. C075-22**

THIS CONTRACT ("Contract") is made and entered into this ____ day of _____, 20__, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, hereinafter called the "City," and _____, hereinafter called the "Contractor."

WITNESSETH:

I. General Provisions.

A. Description of Work.

The Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, **McCormick Village Park Splash Pad Treatment Facility Installation**. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated _____, attached hereto and incorporated herein by this reference as if set forth in full. Contractor further represents that the services furnished under this Agreement will be performed in accordance with and as described in the attached plans and specifications and with the Port Orchard Municipal Code, the City's Public Works Standards, which includes (but is not limited to) the 2021 edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (which shall apply except where noted otherwise). All of these standards are by this reference incorporated herein and made a part hereof. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

The Contract Documents include:

Exhibit A -a confirmed copy of the Proposal made by the Contractor on _____, together with the Instructions to Bidders.

Exhibit B – The Project Manual for the **McCormick Village Park Splash Pad Treatment Facility Installation**.

Exhibit C – Retainage Options

All Exhibits to this Contract are by this reference incorporated herein and made a part hereof as if set forth in full.

B. Time of Completion.

Time is of the essence of this Contract. The project will be completed in two phases: Preconstruction Phase and Construction Phase. The Preconstruction Phase shall begin within **five (5)** days of the CONTRACT START DATE and include submittals review, equipment procurement, requests for information, and work directives, if needed. The Construction Phase includes the installation of the treatment equipment and shall begin no earlier than September 12, 2022, after the summer season for the splash pad has concluded. The total anticipated duration of both phases is **seven (7)** months from the CONTRACT START DATE.

C. Liquidated Damages.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT Standard Specifications, for each and every working day said work is not complete beyond the time shown in the Proposal.

II. Non-Discrimination.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to compliance with the following Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of

1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Title VI of the Civil Rights Act of 1964

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively ensure that its contracts comply with these regulations.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

Therefore, during the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, **including** procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding payments to the Contractor under the Contract until the Contractor complies; and/or
 2. cancelling, terminating, or suspending the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the

City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. Public Records Act Chapter 42.56 RCW

Contractor understands that her/his bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as “confidential.” If records marked as “confidential” are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

IV. Termination

The City may terminate this contract for cause or for convenience.

- 1. Termination for Cause.** The City may, upon **seven (7)** days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.
- 2. Termination for Convenience.** The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.

3. **Settlement of Costs.** If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

V. Corporate Surety Bond

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of

_____ Dollars (\$ _____) with _____
as Surety, to ensure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

VI. Independent Contractor.

The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

VII. Employment of State Retirees.

The City is a “DRS-covered employer” which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor’s employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor’s owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys’ fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor’s failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

VIII. Changes.

The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within **fourteen (14)** calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section IX entitled, "Claims," below.

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

IX. Claims. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within **fourteen (14)** calendar days of the occurrence of the events giving rise to the claims, or within **fourteen (14)** calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

X. Limitation Of Actions.

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN ONE **HUNDRED TWENTY (120)** CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL

*Rev 1/29/18 by SEC
City of Port Orchard*

*McCormick Village Park Splash Pad Treatment Facility Installation, Project # PW2022-008, Contract #C075-22
LD-43*

Contract Documents

BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XI. Warranty.

Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of twenty percent (20%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within **seven (7)** calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XII. Indemnification.

Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 City, its officers, officials, employees, agents 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. The parties further acknowledge that they have mutually negotiated this waiver.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

XIII. Insurance.

*Rev 1/29/18 by SEC
City of Port Orchard*

*McCormick Village Park Splash Pad Treatment Facility Installation, Project # PW2022-008, Contract #C075-22
LD-44*

Contract Documents

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, its agents, representative, employees or subcontractors.

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 City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility

of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City 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 City.

D. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

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

G. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

H. 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 (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

XIV. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. Miscellaneous Provisions.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective **three (3)** business days after the date of

mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement. IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PORT ORCHARD

By: _____
Robert Putaansuu, Mayor

CONTRACTOR

By: _____

Title: _____

Address: _____

ATTEST:

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

NOTICES TO BE SENT TO:

CONTRACTOR:

CITY

INSERT NAME
ADDRESS
TELEPHONE
Email

Title of Person to Receive Notice
ADDRESS
TELEPHONE
Email

With a copy to the City Clerk at the same address

EXHIBIT C
5% RETAINAGE INVESTMENT OPTION¹

Contractor: _____

Project Name: _____

Date: _____ Project Number: _____

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how the 5% retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so you will miss the benefit of any interest earned. Select one of the following options:

1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If this is your choice, then please complete attached *SAVINGS ACCOUNT AGREEMENT*. Please state the name of your bank.

Bank: _____

2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues. If this is your choice then please complete attached *ESCROW AGREEMENT*.

Preferred Bank: _____

Securities/Bonds: _____

3. **Guarantee Deposit:** Retainage will be held by the City. No interest is payable to the Contractor

Retainage is normally released **forty-five (45)** days after final acceptance of the work or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature. However, if this project is subject to grant funding, then the retainage may also be held until such time as the Contractor meets its obligations to the City to provide required information and documentation for compliance with the grant funding requirements.

State law allows for limited early release of retainage in certain circumstances.

Contractor's Signature

Title

¹ If the Contractor opts to post a retainage bond under RCW 60.28.011, such bond shall be in a form acceptable to the City, shall be with a surety with a minimum of A.M. Best financial strength rating of a minimum of A-.

SAVING ACCOUNT AGREEMENT

TO BANK: _____ SAVINGS ACCOUNT NO: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instruction from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:
Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect

to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representative and heir of the Parties hereto.

Contractor

CITY OF PORT ORCHARD
Agency

BY: _____

BY: _____

Title: _____

Date: _____

Date: _____

Address: _____

The above savings account agreement and instruction received and accepted this _____ day of _____, 20__

Bank Name

Authorized Bank Officer

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO.: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.

3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.
4. In the event the AGENCY orders you to do so in writing, you shall within **thirty-five (35)** days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.
6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor be required to give notice or demand, nor required to take action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregoing provision shall be binding upon the assigns, successors, personal representative, and heir of the Parties hereto.

Contractor

CITY OF PORT ORCHARD
Agency

By: _____ By: _____
Title: _____
Date: _____ Date: _____
Address: _____

The above escrow agreement and instruction received and accepted this _____ day of _____, 20__.

Bank Name

Authorized Bank Officer

SECURITIES AUTHORIZED BY AGENCY

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligation of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal Nation Mortgage Association; and
5. Time deposits in commercial banks.

PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD

PROJECT

PW PROJECT NO. _____

Bond to City of Port Orchard, Washington

Bond No. _____

We, _____, and _____
(Principal) (Surety)

a _____ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of _____ Dollars (\$_____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated _____, 20____, between Principal and Owner for a project entitled _____ ("Project") – Public Works Project No. _____ ("Contract"). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material-persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and

Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

Principal

Surety

Signature of Authorized Official

Signature of Authorized Official

Printed Name and Title

By _____
Attorney in Fact (Attach Power of Attorney)

Name and address of local office of Agent and/or Surety Company:

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

ACKNOWLEDGEMENT
Corporation, Partnership, or Individual

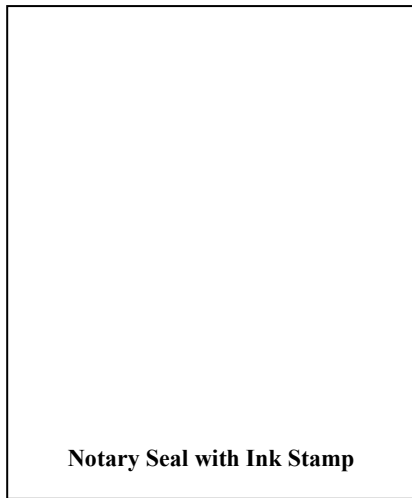
STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the (check one of the following boxes):

- _____ of _____, the corporation,
- _____ of _____, the partnership,
- individual,

that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, partnership, individual for the uses and purposes therein mentioned, and on oath stated that he she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at _____

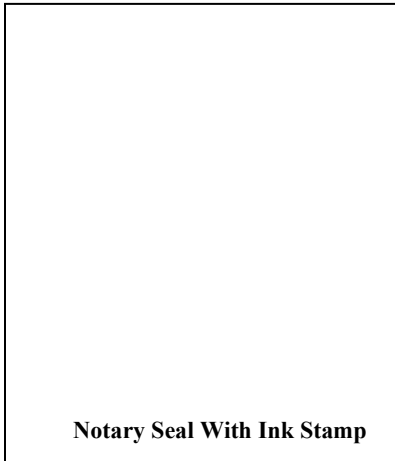
My Commission expires: _____

SURETY ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Print or type name

NOTARY PUBLIC,
in and for the State of Washington
Residing _____
My Commission expires: _____

CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND

Project #: _____

Surety Bond #: _____

Date Posted: _____

Expiration Date: _____

RE: Project Name: _____

Owner/Developer/Contractor: _____

Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and _____, a corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of _____ dollars (\$ _____) 20% of the total contract amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written

and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed and leave the same in as good condition or better as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within **ten (10)** days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within **twenty (20)** days of demand of the City, make written commitment to the City that it will either:
 - a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or
 - b). tender to the City within an additional **ten (10)** days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within **ten (10)** days of notification by the City and completed within **thirty (30)** days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

DEVELOPER/OWNER
(Signature must be notarized)

By: _____

By: _____

Its: _____

Its: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

VIII.

CHECK FOR ATTACHED NOTARY SIGNATURE

_____ Individual	(Form P-1)
_____ Corporation	(Form P-2)
_____ Surety Company	(Form P-2)

FORM P-1 / NOTARY BLOCK

(Use For Individual/Sole Proprietor Only)

STATE OF WASHINGTON)
) ss.
 COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

IX.

(print or type name)
 NOTARY PUBLIC in and for the
 State of Washington, residing
 at: _____
 My Commission expires: _____

FORM P-2 / NOTARY BLOCK

(Use For Partnership or Corporation Only)

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

X.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____

My Commission expires: _____

FORM P-2/NOTARY BLOCK

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged as the _____ of _____ that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

APPENDIX A
CONTRACT PROVISIONS AND SPECIFICATIONS

PROJECT MANUAL

FOR

City of Port Orchard WA
McCormick Woods Splash Pad
Treatment Equipment Installation



Signed 6/3/2022
Lee H. Odell, PE
WA #29695

Prepared by:

Murraysmith, Inc
Wilsonville, OR

June 2022

TABLE OF CONTENTS

DIVISION 0 – Documents

- 00-700 Standard General Conditions
- 00-800 Supplementary Conditions

DIVISION 01 – GENERAL REQUIREMENTS

- 01-010 Summary of Project
- 01-027 Application for Payment
- 01-028 Change Order Procedures
- 01-030 Alternatives
- 01-090 Reference Standards
- 01-300 Submittals
- 01-400 Quality Control
- 01-500 Construction Facilities and Temporary Controls
- 01-600 Material and Equipment
- 01-650 Starting of Systems
- 01-700 Contract Closeout
- 01-730 Operation and Maintenance Data
- 01-740 Warranties and Bonds

SECTION 00700
STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT



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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term "Standard EJCDC Text" for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology	1
1.01 Defined Terms	1
1.02 Terminology	6
Article 2—Preliminary Matters	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance	7
2.02 Copies of Documents	7
2.03 Before Starting Construction	7
2.04 Preconstruction Conference; Designation of Authorized Representatives	8
2.05 Acceptance of Schedules	8
2.06 Electronic Transmittals	8
Article 3—Contract Documents: Intent, Requirements, Reuse	9
3.01 Intent	9
3.02 Reference Standards	9
3.03 Reporting and Resolving Discrepancies	10
3.04 Requirements of the Contract Documents	10
3.05 Reuse of Documents	11
Article 4—Commencement and Progress of the Work	11
4.01 Commencement of Contract Times; Notice to Proceed	11
4.02 Starting the Work	11
4.03 Reference Points	11

4.04	Progress Schedule	12
4.05	Delays in Contractor’s Progress	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions		13
5.01	Availability of Lands	13
5.02	Use of Site and Other Areas	14
5.03	Subsurface and Physical Conditions	15
5.04	Differing Subsurface or Physical Conditions	16
5.05	Underground Facilities	17
5.06	Hazardous Environmental Conditions at Site	19
Article 6—Bonds and Insurance		21
6.01	Performance, Payment, and Other Bonds	21
6.02	Insurance—General Provisions	22
6.03	Contractor’s Insurance	24
6.04	Builder’s Risk and Other Property Insurance	25
6.05	Property Losses; Subrogation	25
6.06	Receipt and Application of Property Insurance Proceeds	27
Article 7—Contractor’s Responsibilities		27
7.01	Contractor’s Means and Methods of Construction	27
7.02	Supervision and Superintendence	27
7.03	Labor; Working Hours	27
7.04	Services, Materials, and Equipment	28
7.05	“Or Equals”	28
7.06	Substitutes	29
7.07	Concerning Subcontractors and Suppliers	31
7.08	Patent Fees and Royalties	32

7.09	Permits	33
7.10	Taxes	33
7.11	Laws and Regulations	33
7.12	Record Documents	33
7.13	Safety and Protection	34
7.14	Hazard Communication Programs	35
7.15	Emergencies	35
7.16	Submittals	35
7.17	Contractor’s General Warranty and Guarantee	38
7.18	Indemnification	39
7.19	Delegation of Professional Design Services	39
Article 8—Other Work at the Site		40
8.01	Other Work	40
8.02	Coordination	41
8.03	Legal Relationships	41
Article 9—Owner’s Responsibilities		42
9.01	Communications to Contractor	42
9.02	Replacement of Engineer	42
9.03	Furnish Data	42
9.04	Pay When Due	42
9.05	Lands and Easements; Reports, Tests, and Drawings	43
9.06	Insurance	43
9.07	Change Orders	43
9.08	Inspections, Tests, and Approvals	43
9.09	Limitations on Owner’s Responsibilities	43

9.10	Undisclosed Hazardous Environmental Condition	43
9.11	Evidence of Financial Arrangements	43
9.12	Safety Programs	43
Article 10—Engineer’s Status During Construction		44
10.01	Owner’s Representative	44
10.02	Visits to Site	44
10.03	Resident Project Representative	44
10.04	Engineer’s Authority	44
10.05	Determinations for Unit Price Work	45
10.06	Decisions on Requirements of Contract Documents and Acceptability of Work	45
10.07	Limitations on Engineer’s Authority and Responsibilities	45
10.08	Compliance with Safety Program	45
Article 11—Changes to the Contract		46
11.01	Amending and Supplementing the Contract	46
11.02	Change Orders	46
11.03	Work Change Directives	46
11.04	Field Orders	47
11.05	Owner-Authorized Changes in the Work	47
11.06	Unauthorized Changes in the Work	47
11.07	Change of Contract Price	47
11.08	Change of Contract Times	49
11.09	Change Proposals	49
11.10	Notification to Surety	50
Article 12—Claims		50
12.01	Claims	50

Article 13—Cost of the Work; Allowances; Unit Price Work	51
13.01 Cost of the Work	51
13.02 Allowances	55
13.03 Unit Price Work	55
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	56
14.01 Access to Work	56
14.02 Tests, Inspections, and Approvals	56
14.03 Defective Work	57
14.04 Acceptance of Defective Work	58
14.05 Uncovering Work	58
14.06 Owner May Stop the Work	58
14.07 Owner May Correct Defective Work	59
Article 15—Payments to Contractor; Setoffs; Completion; Correction Period	59
15.01 Progress Payments	59
15.02 Contractor’s Warranty of Title	62
15.03 Substantial Completion	62
15.04 Partial Use or Occupancy	63
15.05 Final Inspection	64
15.06 Final Payment	64
15.07 Waiver of Claims	65
15.08 Correction Period	66
Article 16—Suspension of Work and Termination	67
16.01 Owner May Suspend Work	67
16.02 Owner May Terminate for Cause	67
16.03 Owner May Terminate for Convenience	68

16.04	Contractor May Stop Work or Terminate	68
Article 17—Final Resolution of Disputes 69		
17.01	Methods and Procedures	69
Article 18—Miscellaneous 69		
18.01	Giving Notice	69
18.02	Computation of Times	69
18.03	Cumulative Remedies	70
18.04	Limitation of Damages	70
18.05	No Waiver	70
18.06	Survival of Obligations	70
18.07	Controlling Law	70
18.08	Assignment of Contract	70
18.09	Successors and Assigns	70
18.10	Headings	70

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—An individual or entity that submits a Bid to Owner.
6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance

with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product,

waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
- 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
- 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
- 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
- 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
- 17. *Cost of the Work*—See Paragraph 13.01 for definition.
- 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
- b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
- c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06,

as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with

the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;
2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for

use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance:* After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a

working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement

for reviewing and processing the required submittals.

- 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
- 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one

Contract Document is as binding as if required by all.

- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor,

Supplier, or other individual or entity; or

- 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question

concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title or ownership rights in any of the Drawings, Specifications, or other

documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

- 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be

submitted in accordance with the requirements of Article 11.

- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this

paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous

Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of

materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor’s operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold

harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner

that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the

Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 - 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 - 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
 - 1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 - 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 - 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
 - 1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 - 2. identify and communicate with the owner of the Underground Facility;

prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in

question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
- b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
- c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement

to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon

the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly

removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any

affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and

subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from

and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S.

Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation

furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to

be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

- 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
 - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
 - K. Without prejudice to any other right or remedy, if a party has failed to obtain

required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant

to the specific requirements of the Supplementary Conditions.

- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;
2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
5. include all necessary endorsements to support the stated requirements.

- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and

any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is

responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees,

agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages

caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in

writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at

Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with

instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

strength, and design characteristics;

7.05 "Or Equals"

A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance,

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and

Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will

not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be similar in substance to the item specified; and

3) be suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design

to the proposed substitute item; and

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

- 1) all variations of the proposed substitute item from the item specified; and
- 2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in

Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain

Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in

delineating the Work to be performed by any specific trade.

- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its

officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in

obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's

responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by

any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of

Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that

a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. Shop Drawing and Sample Requirements

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all

related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the

information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such

item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges,

unless the need for such change is beyond the control of Contractor.

Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

7.17 *Contractor's General Warranty and Guarantee*

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by

- persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or

subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or

other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work

with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner

with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner

performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work,

Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of

professional design services, is set forth in Paragraph 7.19.

- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any

Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the

specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are:
 - (a) ordered by Owner pursuant to Paragraph 11.05,
 - (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or
 - (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract

Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials

incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the

other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and

complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and

denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

**ARTICLE 13—COST OF THE WORK; ALLOWANCES;
UNIT PRICE WORK**

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at

issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not

limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and

fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or

machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such

losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered

administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

- 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
- 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the

Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work

covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS;
CORRECTION, REMOVAL, OR ACCEPTANCE OF
DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they

may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or

equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.

- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to

the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating

in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby

be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject

to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

- a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
- c. Contractor has failed to provide and maintain required bonds or insurance;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed

- f. The Work is defective, requiring correction or replacement;
- g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- h. The Contract Price has been reduced by Change Orders;
- i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
- j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
- k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
- l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the

reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of

the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the

Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear

of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
- e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that:
 - (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and
 - (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents,

Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the

provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related

Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change

Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if

Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter

accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be

deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient’s place of business;
2. by registered or certified mail, postage prepaid, to the recipient’s place of business; or
3. by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to

final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTARY CONDITIONS

PART 1- GENERAL

1.1 Additions, Deletions and Revisions

The following supplements shall modify, change, delete from, and/or add to the “Standard General Conditions of the Construction Contract”. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplementary provisions shall be considered as added thereto. Where any article, paragraph or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph so amended, voided, or superseded shall remain in effect.

A. Article 1 – Definitions

1. Contract Time: Amend paragraph defining “Contract Time” to read as follows:

Contract time shall be the time period commencing on the date of issuance of “Notice to Proceed” and concluding after expiration of the dates specified in the Contract Documents by the Contractor for the satisfactory completion of the work.

2. Owner: Amend paragraph defining “Owner” to read as follows:

Whenever the word “Owner” is used in the Contract Documents, it shall be understood to be the City of Port Orchard, WA and duly authorized representatives thereof.

3. Engineer: Amend paragraph defining “Engineer” to read as follows:

Whenever the word “Engineer” is used in the Contract Documents, it shall be understood that Murraysmith, Inc, and duly authorized representative thereof.

B. Article 2 – Preliminary Matters

1. SC 2.8: Pre-Construction Conference:

Add new paragraphs immediately after Paragraph 2.8 of the General Conditions which are to read as follows:

2.8.1 A pre-construction conference shall be held as soon as possible after Award of Contract and before Work is started. The conference will be held at a location selected by Owner. The conference will be attended by:

- a. Contractor's Office Representative
- b. Contractor's Resident Superintendent
- c. Any Subcontractor's or Supplier's representatives whom Contractor may desire to invite or Engineer may request
- d. Engineer's Representatives
- e. Owner's Representatives
- f. Local Utilities Representatives

2.8.2 A suggested format would include, but not be limited to the following subjects:

- a. Presentation of a proposed construction schedule by Contractor.
- b. Check of required bonds and insurance certifications prior to notice to proceed.
- c. Chain of command, direction of correspondence, and coordinating responsibility between Contractor.

C. Article 5 – Bonds and Insurance

1. SC 5.2: Add the following language at the end of Paragraph 5.2 of the General Conditions.

In addition, no further progress payments under the Agreement will be made by Owner until Contractor complies with the provisions of this Article.

2. SC 5.3: Contractor's Liability Insurance

The Contractor agrees that he will before the time of beginning work hereunder, take out and keep in force at all times for the duration of all work agreed to be done hereunder, policies of insurance with minimum limits as required under this Article with an insurer approved by the [Owner]. This insurance shall cover all operations under this Contract, whether such operations be by himself or by any subcontractor or materialmen or anyone directly employed by them.

3. SC 5.3.1: The Contractor shall in all respects comply with any and all statutes and ordinances which impose any duty or obligation upon either the Contractor or the [Owner] with respect to the performance of any part of the work hereby undertaken by the Contractor and the Contractor agrees to do and perform any and all acts required by any statutes or ordinances to be performed

by either the Contractor or the [Owner] with respect to such work. The Contractor hereby agrees to hold the [Owner] its employees, agents and Murraysmith, Inc. harmless and to indemnify them against and to reimburse them for any loss, damage, costs or expenses, together with reasonable attorney's fees, which they might or may incur by reason of failure of the Contractor to observe and comply with any and all such statutes and ordinances.

4. SC 5.3.2: The Contractor shall also indemnify and hold harmless the [Owner] and agents and Murraysmith, Inc. from and against any and all claims and demands whatsoever, including cost, litigation expenses, counsel fees and liabilities incurred in connection therewith, arising out of injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whomsoever owned, caused in whole or in part by the acts or omissions of the Contractor any Subcontractor, the Contractor's materialmen, or any other person directly or indirectly employed by them, or any of them, while engaged in the performance of the work or any activity associated therewith or relative thereto.

5. Applicable to All Policies

All policies shall be written with insurance companies licensed to do business in the State of Washington and having a rating of not less than A VI, according to the latest edition of the A.M. Best Co.

Certificate of insurance evidencing the required coverages shall be submitted to the Owner and Engineer prior to commencing work on the project.

6. Liability Insurance

The limits of liability for the liability insurance required shall provide coverages for not less than the following amounts or greater where required by law and coverages shall be as follows:

- a. Workers Compensation
 - i. State: Statutory
 - ii. Applicable Federal: Statutory
 - iii. Employer's Liability
 - Bodily Injury by Accident (each accident) \$500,000
 - Bodily Injury by Disease (policy limit) \$500,000
 - Bodily Injury by Disease (each employee) \$100,000
- b. Commercial General Liability (including Premises-Operations; Independent Contractors' Protection; Products and Completed Operations; Broad Form Property Damage):
 - i. Bodily Injury/Property Damage/Personal Injury (Combined Single Limit per Occurrence): \$1,000,000

- ii. Property Damage liability insurance will provide Explosion, Collapse and Underground coverages
- c. Comprehensive Automobile Damage
 - i. Bodily Injury/Property Damage (Combined Single Limit per Accident): \$1,000,000
- d. Additional liability coverage for Owner and Engineer will be provided:
 - i. By endorsement as additional insureds on Contractor's General Liability policy.
 - ii. Contractor's general liability carrier shall issue a separate Protective Liability policy covering Owner and Engineer. (Combined Single Limit): \$1,000,000
- e. Umbrella Liability Insurance in Contractor's name with Owner and Engineer as additional insureds – (Limit): \$1,000,000
- f. The deductible on the Contractor's Insurance Policy (as outlined above) will not exceed \$5,000.00.
- g. ALL INSURANCE COVERAGE LIMITS PROVIDED THE VILLAGE (OWNER) ARE ON A PER LOCATION AGGREGATE LIMIT BASIS.
- h. All insurance provided to the Village (Owner) is primary and non-contributory with any insurance or self-insurance program maintained by the Village (Owner).
- i. The Contractor's insurance policies are to be endorsed to the (Owner) and at least 30 days advanced notice will be given to the (Owner) of cancellation, material reduction of insurance or non-renewal.

7. Property Insurance

- a. Property insurance to the full insurable value of the work will be provided by the Contractor.
- b. Such coverage shall be written on an "All Risk" Completed Value form.
- c. The deductible under this policy shall be the responsibility of the Contractor.
- d. The Named Insureds shall include the Owner and Engineer.

D. Article 6 – Contractor's Responsibilities

- 1. SC 6.7.3: Substitutions: Comply with Section 01600 of the Specifications for specific methods of requesting approval of substitutions.
- 2. SC 6.19: Add the following language at the end of paragraph 6.19 of the General Conditions:

The Contractor shall also be responsible for maintaining a marked set of drawings showing all deviations in line and grade, additions, and/or deletions to the scope of work. All items and dimensions shall be specifically marked. The ends of all services shall be referenced to the front lot corners. The Contractor shall furnish the Owner with complete set of Record Drawings upon completion of the work.

3. SC 6.8.3: Add a new subparagraph immediately after Subparagraph 6.8.2 of the General Conditions which is to read as follows:

Contractor shall not award Work to Subcontractor(s) in excess of 10% of the Contract Price without prior written approval of Owner.

4. SC 6.23: Submittals: Comply with Section 01300 of the Specifications for detailed requirements for submitting Shop Drawings, Samples, Operator's Instructions, Service and Parts Manuals.

E. Article 14 – Payments to Contractor and Completion

1. Payments: Payments to the Contractor shall be made on the basis of monthly estimates equal to 90 percent of the value of the work completed and approved by the Engineer including materials and equipment delivered to the job, until the project is substantially complete. When the work is substantially complete, the retainage may be reduced to five percent of all the additional work satisfactorily completed. Provided that the Contractor is making satisfactory progress, and there is no specific cause for greater withholding.
2. Pay Request Submittals shall Include:
 - a. Transmittal Form
 - b. Pay Request Form EJCDC 190-8-E
 - c. Schedule of Valves
 - d. An updated construction schedule
 - e. Current photographs of construction site
 - f. Current payroll certification
 - g. Current waivers of lien
 - h. Contractor's Affidavit
3. After Substantial Completion, including Start-up, the withheld amount may be further reduced, below five percent, to that amount necessary to assure completion.
4. Waivers of Lien: Provide the Owner with all waivers of lien prior to receipt of any payments for work completed.

PART 2 - PRODUCTS
Not Used

PART 3 – EXECUTION
Not Used

END OF SECTION

SECTION 01110 SUMMARY OF PROJECT

PART1 – GENERAL

- 1.1 Section Includes: Project Summary; Outline of Work covered by Contract Documents.
- 1.2 General Conditions: Duties and responsibilities of the Construction Manager and other parties.
- 1.3 Project Summary – Work covered by Contract Documents includes the following major items plus additional work not mentioned below but specified elsewhere in the Contract Documents:

The project was originally designed by Land Expressions and modified by Murraysmith as a result of a value Engineering project completed for the City of Port Orchard. Elements of the original design have been maintained in the revised design including the building structure, site work, and electrical panel design. The treatment system has been modified along with associated piping, fittings and controls.

The project includes the construction of the treatment facilities:

The project includes: a new package pump station and treatment building, which will treat water recycled from the existing McCormick Woods Splash Pad. Work is shown on the drawings and described in the specifications but, in part, includes:

- Construct a 20'4" x 11' building
- Furnish and install one duplex package grinder pump station
- Furnish and install one booster pump
- Furnish and install one media filter
- Furnish and install six hydro pneumatic tanks
- Furnish and install one sodium hypochlorite (chlorine solution) feed system,
- Furnish and install one peracetic acid (pH adjustment solution) feed system,
- Furnish and install piping
- Relocated the existing solenoid valve control system
- Furnish and install electrical equipment,
- Furnish and install landscaping and fencing,
- Furnish and install a new solenoid control panel
- Furnish and install sitework.

PART 2 - PRODUCTS

Not Used

PART 3- EXECUTION

Not Used

END OF SECTION

SECTION 01027
APPLICATION FOR PAYMENT

PART 1 – GENERAL

1.1 Section Includes

Procedures for preparation and submittal of Applications for Payment.

1.2 Related Sections

- A. Document 00501 – Agreement: Contract Sum/Price
- B. Document 00700 – General Conditions: Progress Payments and Final Payment
- C. Document 01028 – Change Order Procedures: Procedures for changes to the Work
- D. Section 01300 – Submittals: Submittal procedures
- E. Section 01700 – Contract Closeout: Final Payment.

1.3 Format

- A. EJCDC 1910-8-E – Application for Payment including continuation sheets when required.
- B. For each item, provide a column for listing: Item Number; Description of work; Scheduled Value, Previous Applications: Work in Place under this Application: Authorized Change Orders; Total Completed to Date of Application; Percentage of Completion; Balance to Finish; and Retainage.

1.4 Preparation of Applications

- A. Present required information in typewritten form or on electronic media printout.
- B. Execute certification by signature of authorized officer.
- C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
- D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.
- E. Prepare Application for Final Payment as specified in Section 01700.

1.5 Submittal Procedures

- A. Submit three copies of each Application for Payment.
- B. Submit an updated construction schedule and construction photographs with each Application for Payment.
- C. Payment Period: Submit at intervals stipulated in the Agreement.
- D. Submit under transmittal letter specified in Section 01300.
- E. Submit all current waivers.

1.6 Substantiating Data

- A. When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one copy of data with cover letter for each copy of submittal. Show Application number and date and line item by number and description.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.1 Sample Pay Request

A sample pay request is shown on the following page:

SWORN STATEMENT FOR CONTRACTOR TO OWNER
PAY REQUEST NO. _____

Contractor:

Contract Date:

Pay Request Date:

For Period Ending:

Contracted for: [Owner] – McCormick Woods Splash Pad Water Treatment Facility

Amount of Pay Request:

The affiant, (Name) _____, being duly sworn, on oath deposes and says that he is the (Title) _____ of (Company) _____, that he has contracted with the City of Port Orchard, WA, Owner for the McCormick Woods Splash Pad Water Treatment Facility, on the following described premises in Kitsap County, to-wit: Port Orchard, WA, Kitsap County

That, for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true, and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

STATEMENT OF WORK

Original Contract Price
Net Change Orders
Work Deducted from Contract
Current Contract Price
Work to be Done
Work to Date
Amount Retained (10%)
Subtotal
Previous Payments
Amount Due This Payment

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 90% of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Name, Title

Organization

ATTESTED BY NOTARY PUBLIC

Subscribed and sworn to before me this _____ day of _____, 2021.

(notary seal)

Notary Public

My commission expires on _____

END OF SECTION

SECTION 01028 CHANGE ORDER PROCEDURES

PART 1 – GENERAL

1.1 Section Includes

- A. Submittals
- B. Documentation of change in Contract Sum/Price and Contract Time
- C. Change procedures
- D. Construction Change Directive
- E. Stipulated Price change order
- F. Unit price change order
- G. Time and material change order
- H. Execution of change orders
- I. Correlation of Contractor submittals

1.2 Related Sections

- A. Document 00501 – Agreement Forms: Monetary values of established Unit Prices.
- B. Document 00700 – General Conditions: Governing requirements for changes in Work, in Contract Sum/Price, and Contract Time.
- C. Document 00800 – Supplementary Conditions: Percentage allowances for Contractor’s overhead and profit.
- D. Section 01027 – Applications for Payment: Payment applications.
- E. Section 01300 – Submittals: Work Schedule
- F. Section 01600 – Material and Equipment: Product options and substitutions.
- G. Section 01700 – Contract Closeout: Project Record Documents.

1.3 Submittals

- A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor’s employ or Subcontractors of changes to the Work.
- B. Change Order Forms: EJCDC 1910-8-B Change Order.

1.4 Documentation of Change in Sum/Price and Contract Time

- A. The contract price or time may be changed only by a change order. When negotiations are required, they shall be conducted in accordance with this Section as well as the General Conditions.

- B. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.

- C. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- D. On request, provide additional data to support computations:
 - 1. Quantities of products, labor, and equipment
 - 2. Taxes, insurance and bonds
 - 3. Overhead and profit
 - 4. Justification for any change in Contract Time
 - 5. Credit for deletions from Contract, similarly documented
- E. Support each claim for additional costs, and for work done on a time and material basis, with additional information:
 - 1. Origin and date of claim
 - 2. Dates and times work was performed, and by whom
 - 3. Time records and wage rates paid
 - 4. Invoices and receipts for products, equipment and subcontracts, similarly documented.
- F. For each change order the contractor shall submit the loan recipient for review sufficient cost and pricing data to enable the loan recipient to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

1.5 Change Procedures

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by EJCDC 1910-B Paragraph 9.5 by issuing supplemental instructions.
- B. The Engineer may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change (with a stipulation of any overtime worked required). Contractor will prepare and submit an estimate within 5 days.
- C. The Contractor may propose a change by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors.

1.6 Construction Change Directive

- A. Engineer may issue a document, signed by the Owner, instructing the

Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

- B. Document will describe changes in the Work, and will designate method of determining any change in Contract Sum/Price or Contract Time.
- C. Promptly execute the change in Work.

1.7 Stipulated Price Change Order

Based on Proposal Request and Contractor's price quotation or Contractor's request for a Change Order as approved by Engineer.

1.8 Unit Price Change Order

- A. For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis.
- B. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Directive.
- C. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

1.9 Time and Material Change Order

- A. Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- B. Engineer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
- C. Maintain detailed records of work done on Time and Material basis.
- D. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

1.10 Execution of Change Orders

Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.11 Correlation of Contractor Submittals

A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum/Price.

B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust time for other items of work affected by the change, and resubmit.

C. Promptly enter changes in Project Record Documents.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXUECTION

Not Used.

END OF SECTION

**SECTION 01030
ALTERNATES**

PART 1 – GENERAL

1.1 Section Includes:

- A. Submission procedures
- B. Documentation of changes to Contract Sum/Price and Contract Time

1.2 Related Sections

- A. Document 00100 – Instructions to Bidders
- B. Document 00501 – Agreement Form
- C. Section 01300 – Submittals
- D. Section 01600 – Material and Equipment

1.3 Requirements

- A. Submit Alternates with full description of the proposed Alternate and the effect on adjacent or related structures and components.
- B. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner’s option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.4 Selection and Award of Alternatives

- A. Indicate variation of Bid Price for Alternates which requests a “difference” in Bid Price by a deduction from the base bid price.
- B. Bid may be evaluated on base bid price. After determination of preferred bidder, consideration will be given to Alternate and Bid Price adjustments.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

SECTION 01300 SUBMITTALS

PART 1 – GENERAL

1.1 Section Includes

- A. Submittal Procedures
- B. Construction Progress Schedules
- C. Proposed Products List
- D. Shop Drawings
- E. Product Data
- F. Samples
- G. Manufacturer's Instructions
- H. Manufacturer's Certificates
- I. Construction Photographs

1.2 Related Sections

- A. Section 01400 – Quality Control: Manufacturer's field services and reports
- B. Section 01700 – Contract Closeout: Contract closeout submittals
- C. Section 01730 – Operation and Maintenance Data
- D. Section 01740 – Warranties and Bonds

1.3 Submittal Procedures

- A. Transmit each submittal with AIA Form G810.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s) and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite the Project and deliver to Engineer at lee.odell@murraysmith.us and the City at jbrown@cityofportorchard.us
- G. Coordinate submission of related items.
 - F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

G. Revise and resubmit submittals as required, identify all changes made since previous submittal.

H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.4 Construction Progress Schedules

A. Submit initial progress schedule in duplicate within 15 days after date of Owner-Contractor Agreement for Engineer review.

B. Revise and resubmit as required by Engineer.

C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

D. Submit a horizontal bar chart with separate line for each major section of Work or Operation, identifying first work day of each week.

E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates and duration.

F. Indicate estimated percentage of completion for each item of Work at each submission.

G. Indicate submittal dates required for shop drawings, product data, samples and product delivery dates, including those furnished by Owner and under Allowances.

1.5 Proposed Products List

A. Within 15 days after date of Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation and reference standards.

1.6 Shop Drawings

A. Submit the number of opaque reproductions which Contractor requires, plus four copies which will be retained by Engineer.

B. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01700-Contract Closeout.

1.7 Product Data

A. Submit the number of copies which the Contractor requires, plus four copies which will be retained by the Engineer.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 – Contract Closeout.

1.8 Samples

A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Engineer's selection.

C. Include identification on each sample, with full Project information.

D. Submit the number of samples specified in individual specifications Sections; one of which will be retained by Engineer.

E. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

1.9 Manufacturer's Instructions

A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.10 Manufacturer's Certificates

A. When specified in individual specification Sections, submit manufacturers' certificate to Engineer for review, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

1.11 Schedule of submittals

- Engineer may require further documentation or submittals on items not listed.
- All equipment referenced by model or manufacturer on the drawings
- All pumps, piping materials, tanks, filters, valves
- All electrical equipment

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 – GENERAL

1.1 Section Includes

- A. Quality Assurance and Control of Installation
- B. References
- C. Field Samples
- D. Mock-up
- E. Inspection and Testing Laboratory Services
- F. Manufacturer’s Field Services and Reports

1.2 Related Sections

- A. Section 01090 – Reference Standards
- B. Section 01300 – Submittals: Submission of Manufacturers’ Instructions and Certificates.
- C. Section 01600 – Material and Equipment: Requirements for material and product quality.

1.3 Quality Assurance/Control of Installation

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- B. Comply fully with manufacturers’ instructions, including each step in sequence.
- C. Should manufacturers’ instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 References

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification for Engineer before proceeding.
- D. 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.

1.5 Manufacturer's Field Services and Reports

- A. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer subject to approval of Engineer.
- B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified stall personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initial instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 10 days of observation to Engineer for review.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01500
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 Section Includes

- A. Temporary Utilities: Electricity, lighting, heat, air conditioning, ventilation telephone service, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, project signage and temporary buildings.

1.2 Related Sections

Section 01700 – Contract Closeout: Final cleaning

1.3 Temporary Electricity

- A. Provide and pay for power service required from the Batavia Electric Department.
- B. Power Service Characteristics: 120-240 volt, 100 ampere, single phase.
- C. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- D. Provide main service disconnect/overcurrent protection at convenient location.
- E. Permanent convenience receptacles may be utilized during construction.
- F. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

1.4 Temporary Lighting

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq.ft.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.

D. Permanent building lighting may be utilized during construction.

1.5 Temporary Heat

A. Provide and pay for heat devices and heat as required to maintain specified conditions for construction operations.

B. Prior to operation of permanent equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

1.6 Temporary Ventilation

Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors or gases.

1.7 Telephone Services

Provide, maintain and pay for telephone service to field office and Engineer's field office at time of project mobilization.

1.8 Temporary Water Services

Provide bottled water for drinking

1.9 Temporary Sanitary Facilities

Provide and maintain required facilities and enclosures

1.10 Barriers

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

C. Provide protection for plant life designated to remain. Replace damaged plant life.

D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

1.11 Fencing

Construction: Contractor's option

1.12 Water Control

A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.13 Exterior Enclosures

Provide temporary weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.14 Protection of Installed Work

A. Protect installed Work and provide special protection where specified in individual specifications Sections.

B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Protect finished floors, stairs and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

1.15 Access Road

- A. Construct and maintain temporary roads accessing public thoroughfares to serve construction areas.
- B. Extend and relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.
- C. Provide and maintain access to fire hydrants, free of obstructions.

1.16 Parking

- A. Construct temporary gravel surface parking areas to accommodate construction personnel.
- B. When site space is not adequate, provide additional off-site parking.
- C. Do not allow vehicle parking on existing pavement.
- D. Designate one parking space for the Owner and Engineer

1.17 Progress Cleaning

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Remove waste materials, debris and rubbish from site periodically and dispose off-site.

1.18 Project Identification

No signs are allowed except those required by law.

1.19 Removal of Utilities, Facilities and Controls

- A. Removal temporary above grade or buried utilities, equipment, facilities, materials prior to Final Application for Payment inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.

- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
Restore permanent facilities used during construction to specified condition.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION - Not Used

END OF SECTION

SECTION 01600
MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 Section Includes

- A. Products
- B. Transportation
- C. Storage and Protection
- D. Product Options
- E. Substitutions

1.2 Related Sections

- A. Document 00100 – Instructions to Bidders: Product options and substitution procedures
- B. Section 01400 – Quality Control: Product quality monitoring

1.3 Products

- A. Products: Means new material, machinery, components, equipment, fixtures and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer for similar components.

1.4 Transportation and Handling

- A. Transportation and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.5 Storage and Protection

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Provide mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.6 Product Options

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.7 Substitutions

- A. Engineer will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the Substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 2. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence.
 3. The Engineer will notify Contractor, in writing, of decision to accept or reject request.

END OF SECTION

SECTION 01650 STARTING OF SYSTEMS

PART 1- GENERAL

1.1 Section Includes:

- A. Starting Systems
- B. Demonstration and Instructions
- C. Testing, Adjusting and Balancing

1.2 Related Sections

- A. Section 01400 – Quality Control: Manufacturers field report
- B. Section 01700 – Contract Closeout: System operation and maintenance data and extra materials.

1.3 Starting Systems

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Engineer **10 days** prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of responsible manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01400 that equipment or system has been properly installed and is functioning correctly.

1.4 Demonstration and Instructions

- A. Demonstrate operation and maintenance of Products to Owner's personnel 1 week prior to date of final inspection.
- B. Demonstrate project equipment, instruct in a classroom environment located at plant and instructed by a manufacturers' representative who is knowledgeable about the Project.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance and shutdown of each item of equipment at agreed-upon times, at designated location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- F. The amount of time required for instruction on each item of equipment and system is specified in individual sections.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1 Section Includes

- A. Close-out Procedures
- B. Final Cleaning
- C. Adjusting
- D. Project Record Documents
- E. Operation and Maintenance Data
- F. Warranties
- G. Spare Parts and Maintenance Materials

1.2 Related Sections

- A. Section 01650 – Starting of Systems: System start-up, testing, adjusting, and balancing.
- B. Section 01730 – Operation and Maintenance Data
- C. Section 01740 – Warranties and Bonds

1.3 Closeout Procedures

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 Final Cleaning

- A. Execute final cleaning prior to final inspection.
- B. Clean debris site and drainage systems.
- C. Clean each building.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste and surplus materials, rubbish and construction facilities from the site.

1.5 Adjusting – Adjust all frames on structures.

1.6 Project Record Documents

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other Modifications to the Contract
 - 5. Reviewed shop drawings, product data and samples
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternate utilized.
 - 3. Changes made by Addenda and Modification.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Submit documents to Engineer with claim for final Application for Payment.

1.7 Operation and Maintenance Data

- A. Submit two sets prior to final inspection, bound in 8-1/2 x 11 inch (216 x 279 mm) text pages, three D side ring capacity expansion binders with durable plastic covers.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; the tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, type on 30 pound white paper.

- E. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors and major equipment suppliers.
- F. Part 2: Operation and maintenance instructions, arranged by system process flow and subdivided by specification section. For each category, identify names, addresses and telephone numbers of Subcontractors and suppliers. Identify the following:
 - 1. Significant design criteria
 - 2. List of equipment
 - 3. Parts list for each component
 - 4. Operating instructions
 - 5. Maintenance instructions for equipment and systems.
 - 6. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- G. Part 3: Project documents and certificates, including the following:
 - 1. Shop drawings and product data.
 - 2. Air and water balance reports.
 - 3. Certificates
 - 4. Photocopies of warranties and bonds.
 - H. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with Engineer comments. Revised content of documents are required prior to final submittal.
 - I. Submit final volumes revised, within ten days after final inspection.

1.8 Warranties

- A. Provide duplicate notarized copies
- B. Execute and assemble documents from Subcontractors, suppliers and manufacturers.
- C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items for Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.
- F. Contractor shall give owner a 1-year warrantee on all work to start upon final acceptance.

1.9 Spare Parts and Maintenance Materials

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to and place in location as directed; obtain receipt prior to final payment.

PART 2 - PRODUCTS

Not Used

PART 3 – EXEUTION

Not Used

END OF SECTION

SECTION 01730

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 Section Includes

- A. Format and Content of Manuals.
- B. Instruction of Owner's Personnel.
- C. Schedule of Submittals.

1.2 Related Sections

- A. Section 01300 – Submittals: Submittals procedures
- B. Section 01400 – Quality Control: Manufacturer's instructions
- C. Section 01600 – Material and Equipment: Systems demonstration
- D. Section 01700 – Contract Close-out
- E. Section 01740 – Warranties and Bonds
- F. Individual Specifications Sections: Specific requirements for operation and maintenance data.

1.3 Quality Assurance

Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.4 Format

- A. Prepare data in the form of an instructional manual.
- B. Binders: Commercial quality, 8-1/2 x 11 inch (219 x 279 mm) three-ring binders with hardback, cleanable plastic covers. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project.
- D. Arrange content by process flow under section numbers and sequence of Table of Contents of this Project Manual.
- E. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 30 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

1.5 Contents, Each Volume

- A. Table of Contents: Provide title of Project; names, addresses and telephone numbers of Engineer, subconsultants and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. For Each Product or System: List names, address and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. 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 Documents as maintenance drawings).
- E. Type Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01400.
- F. Warranties and Bonds: As specified in Section 01740.

1.6 Manual for Materials and Finishes

- A. Building Products, Applied Materials and Finishes: Include product data, with catalog number, size, composition and color and texture designations. Provide information for re-ordering customer manufactured products.
- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. 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.
- D. Additional Requirements: As specified in individual product specification Sections.
- E. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.7 Manual for Equipment and Systems

- A. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests and complete nomenclature and commercial number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls and communications.
- C. Include color coded wiring diagrams as installed.
- D. Operating Procedures: Include start-up, break-in and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-

down and emergency instructions. Include summer, winter and any special operating instructions.

E. Maintenance Requirements: Include routine procedures and guide for troubleshooting; disassembly, repair and reassembly instructions; and alignment, adjust, balancing and checking instructions.

F. Provide servicing and lubrication schedule and list of lubricants required.

G. Include manufacturer's printed operation and maintenance instructions.

H. Include sequence of operation by controls manufacturer.

I. Provide original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.

J. Provide control diagrams by controls manufacturer as installed.

K. Provide Contractor's coordination drawings with color coded piping diagrams as installed.

L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

M. Provide list of original manufacturer's spare parts, current prices and recommended quantities to be maintained in storage.

N. Include test and balancing reports as specified in Section 01400.

O. Additional Requirements: As specified in individual product specification Sections.

P. Provide a listing in Table of Contents for design data with tabbed fly sheet and space for insertion of data.

1.8 Instruction of Owner Personnel

A. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.

B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

C. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.9 Submittals

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes in final form **15 days** prior to final inspection. Copy will be returned after final inspection, with Engineer comments. Revise content of documents a required prior to final submittal.

D. Submit 4 copies of revised volumes of data in final form within ten days after final inspection.

PART 2 - PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 Section Includes

- A. Preparation and submittal.
- B. Time and schedule of submittals.

1.2 Related Sections

- A. Section 00100 – Instructions to Bidders: Bid Bonds.
- B. General Conditions: Performance Bond and Labor and Material Payment Bonds, Warranty and Correction of Work
- C. Section 01700 – Contract close-out: Contract close-out procedures.
- D. Section 01730 – Operation and Maintenance Data.
- E. Individual Specifications Sections: Warranties required for specific products or Work.

1.3 Form of Submittals

- A. Bind in commercial quality, 8-1/2 x 11 inch (216 - 279 mm) three-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification Section in which specified, and the name of the product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address and telephone number of responsible principal.

1.4 Preparation of Submittals

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item or work. Except for items put into use with the owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.

- C. Co-execute submittals when required.
 - D. Retain warranties and bonds until time specified for submittal.
- 1.5 Time of Submittals

A. For equipment or component of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.

B. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.

C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.6 WARRANTEES

A. Contractor shall provide to Owner a one-year non-conditional warrantee on all work to begin upon final acceptance.

B. Product warrantees are required as follows, but may be added to if owner deems necessary.

Building materials and roofing

Electrical equipment

All pumps

Hydro pneumatic tanks

Media Filter

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

APPENDIX B
CONTRACT DRAWINGS



MCCORMICK VILLAGE PARK SPLASH PAD RETROFIT

JANUARY 2022

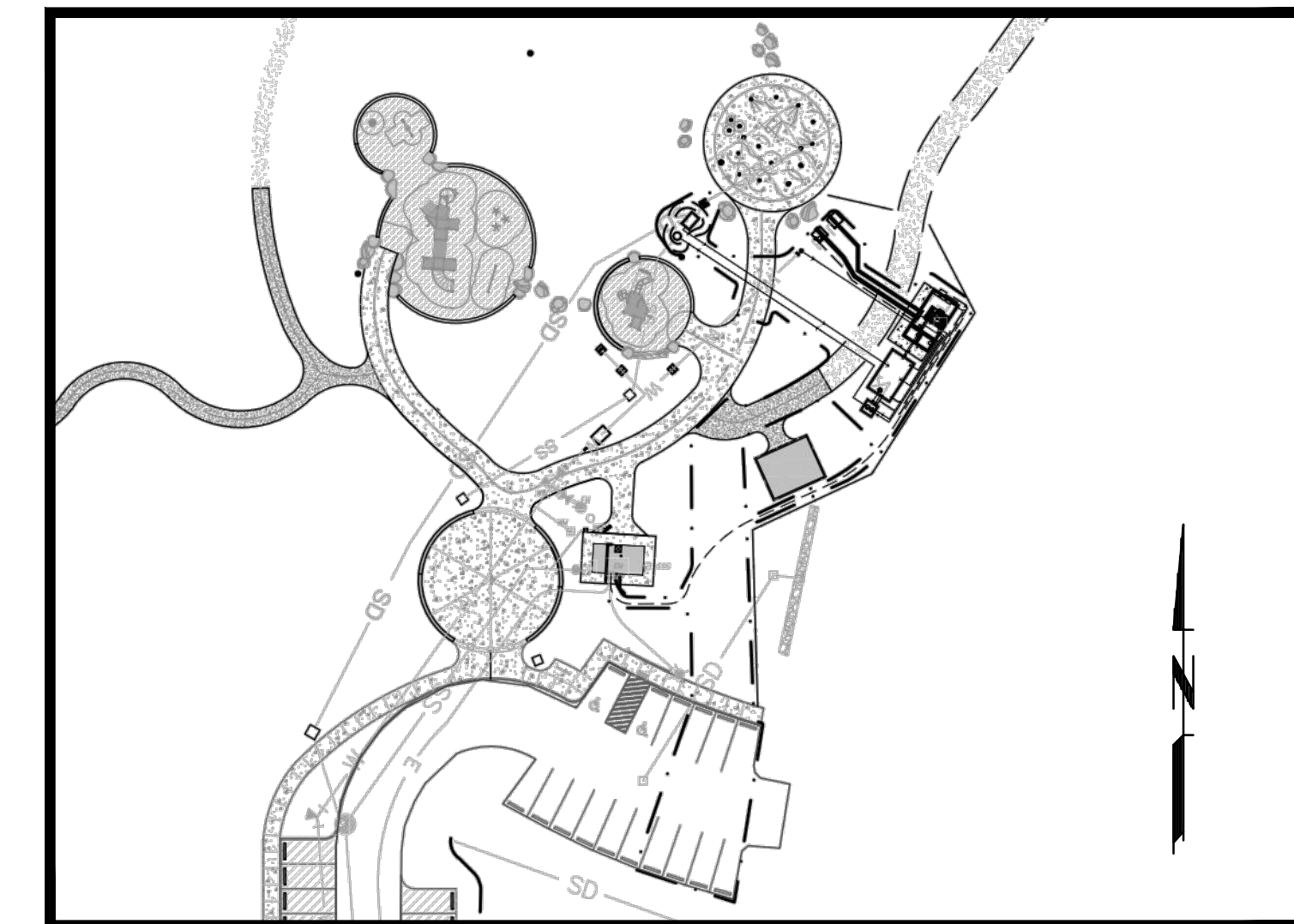
INDEX OF DRAWINGS

GENERAL

#	CV.01	COVER SHEET
	G1.0	EXISTING AS-BUILT PLAN
	G2.0	EXISTING CONDITIONS
	C1.0	TESC PLAN
	C1.1	TESC DETAILS
	A1.0	MECHANICAL BUILDING
	L1.0	DEMOLITION PLAN
	L2.0	SCHEMATIC PIPING PLAN
	L4.1	DETAILS
	L4.2	WATER TREATMENT
	L4.3	WATER TREATMENT DETAILS
	L4.4	GRINDER PUMP DETAILS
	E-1	ELECTRICAL GENERAL NOTES AND ABBREVIATIONS
	E-2	ELECTRICAL SYMBOLS LEGEND AND STANDARD DETAILS
	E-3	ELECTRICAL ONE LINE DIAGRAM AND PANEL SCHEDULE
	E-4	ELECTRICAL SITE PLAN
	E-5	ELECTRICAL BUILDING POWER AND LIGHTING PLAN
	E-6	ELECTRICAL CIRCUIT SCHEDULE
	S0.00	STRUCTURAL NOTES
	S0.01	STRUCTURAL NOTES
	S1.00	STRUCTURAL PLANS
	S4.00	STRUCTURAL DETAILS
	S4.01	STRUCTURAL DETAILS

GENERAL NOTES

- CONTRACTOR SHALL HAVE BEEN IN BUSINESS UNDER THE SAME NAME THE LAST 5 CONTINUOUS YEARS AND SHALL PROVIDE A MINIMUM OR 3 CONSTRUCTION PROJECTS WHICH ARE SIMILAR IN TYPE, SIZE, AND SCOPE OR WORK REQUIRED FOR THIS PROJECT.
- THE SCOPE OR WORK FOR THIS PROJECT CONSTITUTES AS PUBLIC WORK UNDER STATE LAW. BIDDERS SHOULD TAKE INTO CONSIDERATION STATUTORY LEGAL REQUIREMENTS, PARTICULARLY, THE PAYMENT OR PREVAILING WAGES, PAYMENT/PERFORMANCE BONDS AND SALES TAX IMPLICATIONS IN MAKING THEIR BID.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO BID SUBMISSION. ANY DISCREPANCIES BETWEEN FIELD CONDITIONS AND PROJECT INTENT/CONTRACT DOCUMENTS AFFECTING THE COST OR THE PROJECT SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
- IT IS THE RESPONSIBILITY OR THE CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. COST OR LOCATES IS THE SOLE RESPONSIBILITY OR THE CONTRACTOR.
- OWNER IS RESPONSIBLE FOR OBTAINING ALL PERMITS.
- THESE CONSTRUCTION DOCUMENTS ARE NOT COMPLETE UNLESS ACCOMPANIED BY THE PROJECT MANUAL, SPECIFICATIONS, AND BID FORM PROVIDED BY THE CITY OR PORT ORCHARD THAT CONFORM TO WASHINGTON STATE REGULATIONS.
- CONTRACTOR IS RESPONSIBLE FOR INCIDENTAL TRAFFIC CONTROL MEASURES AS REQUIRED IN ACCORDANCE WITH THE MANUAL ON TRAFFIC CONTROL DEVICES (MUTCD) AND WASHINGTON STATE MODIFICATIONS TO THE MUTCD.
- AREAS DISTURBED OR DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE CONSTRUCTED OR RESTORED TO ORIGINAL CONDITIONS OR BETTER. THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING CONDITIONS PRIOR TO CONSTRUCTION ACTIVITIES AND ANY DAMAGES THAT MAY OCCUR.
- OWNER WILL FURNISH COMPACTION & MATERIAL TESTING. IF CONTRACTOR RAILS TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL TESTING UNTIL COMPACTION AND MATERIALS MEET SPECIFICATION.



LOCATION MAP

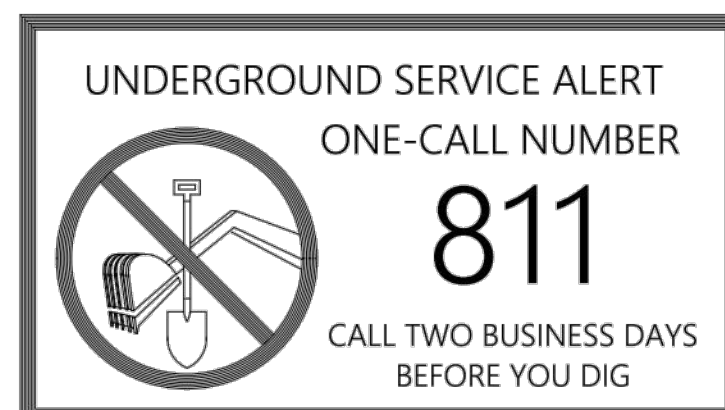
DESIGN MODIFIED BY:
LEE H/ ODELL, PE
MURRAYSMITH, INC
PHONE: 971-285-7926
EMAIL: LEE.ODELL@MURRAYSMITH.US

ADDRESS:
3201 SW OLD CLIFTON ROAD
PORT ORCHARD, WA 98367

ELECTRICAL:
INDUSTRIAL SYSTEMS

OWNER:
CITY OF PORT ORCHARD
216 PROSPECT STREET
PORT ORCHARD, WA 98366

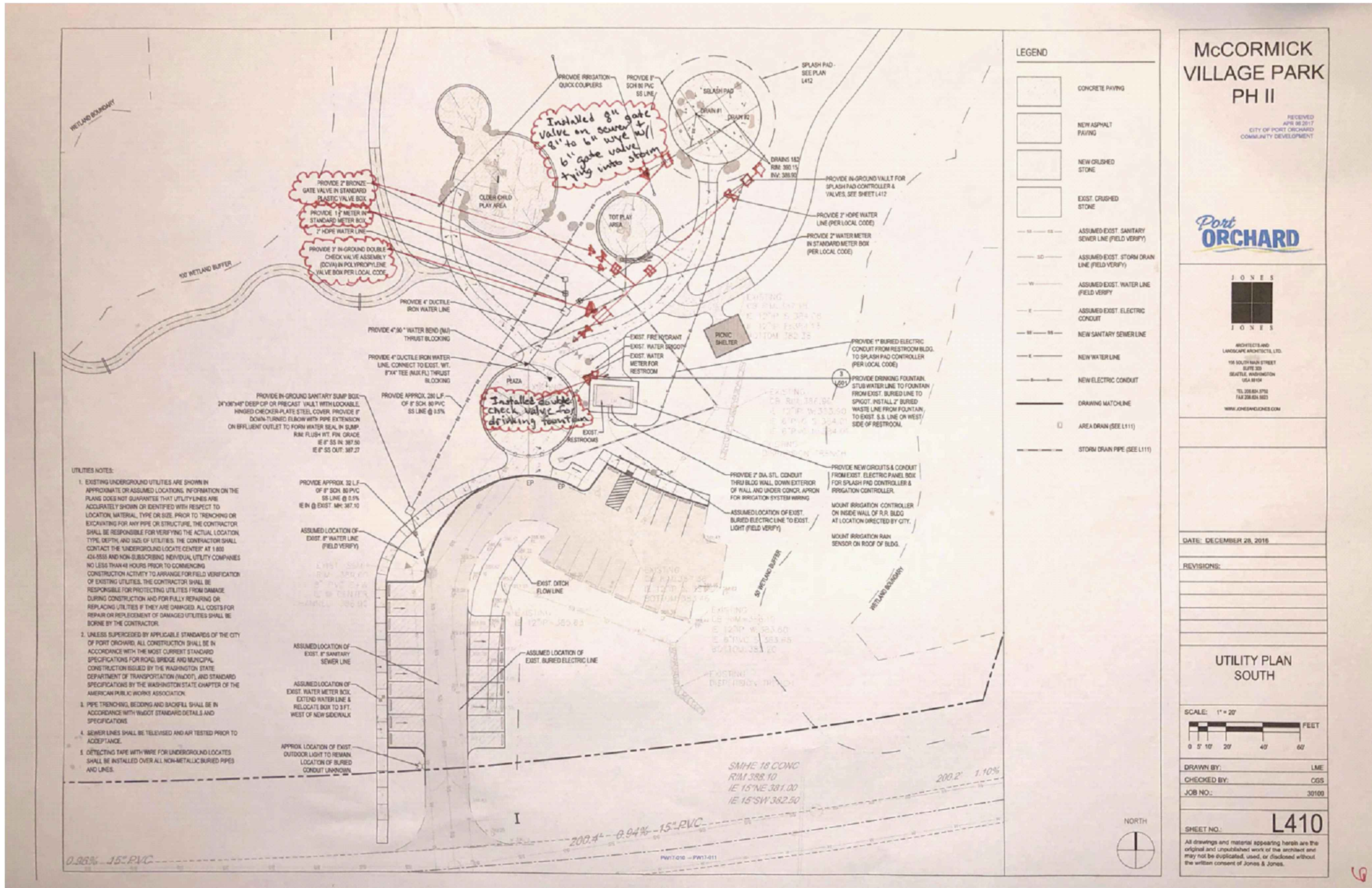
STRUCTURAL:
JACKOLA



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	NO.	DATE	REVISION	BY	
	DESIGNED: LHO	DRAWN: NEM	CHECKED: XXX	APPROVED: XXX	
MCCORMICK VILLAGE SPLASH PAD 3201 SW OLD CLIFTON ROAD PORT ORCHARD, WA 98367					
COVER SHEET					
		PROJECT: 21-3022-0200 DATE: JANUARY 2022	SHEET CV.01 1 of XX		



- UTILITIES NOTES:**
- EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE OR ASSUMED LOCATIONS. INFORMATION ON THE PLANS DOES NOT GUARANTEE THAT UTILITY LINES ARE ACCURATELY SHOWN OR IDENTIFIED WITH RESPECT TO LOCATION, MATERIAL, TYPE OR SIZE. PRIOR TO TRENCHING OR EXCAVATING FOR ANY PIPE OR STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION, TYPE, DEPTH, AND SIZE OF UTILITIES. THE CONTRACTOR SHALL CONTACT THE "UNDERGROUND LOCATE CENTER" AT 1.800.424.8555 AND NON-SUBSCRIBING INDIVIDUAL UTILITY COMPANIES NO LESS THAN 48 HOURS PRIOR TO COMMENCING CONSTRUCTION ACTIVITY TO ARRANGE FOR FIELD VERIFICATION OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES FROM DAMAGE DURING CONSTRUCTION AND FOR FULLY REPAIRING OR REPLACING UTILITIES IF THEY ARE DAMAGED. ALL COSTS FOR REPAIR OR REPLACEMENT OF DAMAGED UTILITIES SHALL BE BORNE BY THE CONTRACTOR.
 - UNLESS SUPERCEDED BY APPLICABLE STANDARDS OF THE CITY OF PORT ORCHARD, ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST CURRENT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION ISSUED BY THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), AND STANDARD SPECIFICATIONS BY THE WASHINGTON STATE CHAPTER OF THE AMERICAN PUBLIC WORKS ASSOCIATION.
 - PIPE TRENCHING, BEDDING AND BACKFILL SHALL BE IN ACCORDANCE WITH WSDOT STANDARD DETAILS AND SPECIFICATIONS.
 - SEWER LINES SHALL BE TELEVIEWED AND AIR TESTED PRIOR TO ACCEPTANCE.
 - DETECTING TAPE WITH WIRE FOR UNDERGROUND LOCATES SHALL BE INSTALLED OVER ALL NON-METALLIC BURIED PIPES AND LINES.

LEGEND

[Symbol]	CONCRETE PAVING
[Symbol]	NEW ASPHALT PAVING
[Symbol]	NEW CRUSHED STONE
[Symbol]	EXIST. CRUSHED STONE
[Symbol]	ASSUMED EXIST. SANITARY SEWER LINE (FIELD VERIFY)
[Symbol]	ASSUMED EXIST. STORM DRAIN LINE (FIELD VERIFY)
[Symbol]	ASSUMED EXIST. WATER LINE (FIELD VERIFY)
[Symbol]	ASSUMED EXIST. ELECTRIC CONDUIT
[Symbol]	NEW SANITARY SEWER LINE
[Symbol]	NEW WATER LINE
[Symbol]	NEW ELECTRIC CONDUIT
[Symbol]	DRAWING MATCHLINE
[Symbol]	AREA DRAIN (SEE L111)
[Symbol]	STORM DRAIN PIPE (SEE L111)

MCCORMICK VILLAGE PARK PH II

RECEIVED APR 26 2017
CITY OF PORT ORCHARD
COMMUNITY DEVELOPMENT

Port ORCHARD

JONES JONES

ARCHITECTS AND LANDSCAPE ARCHITECTS, LTD.
100 SOUTH MAIN STREET
SUITE 300
SEATTLE, WASHINGTON
USA 98104
TEL 206.464.5700
FAX 206.464.5823
WWW.JONESANDJONES.COM

DATE: DECEMBER 28, 2016

REVISIONS:

UTILITY PLAN SOUTH

SCALE: 1" = 20'

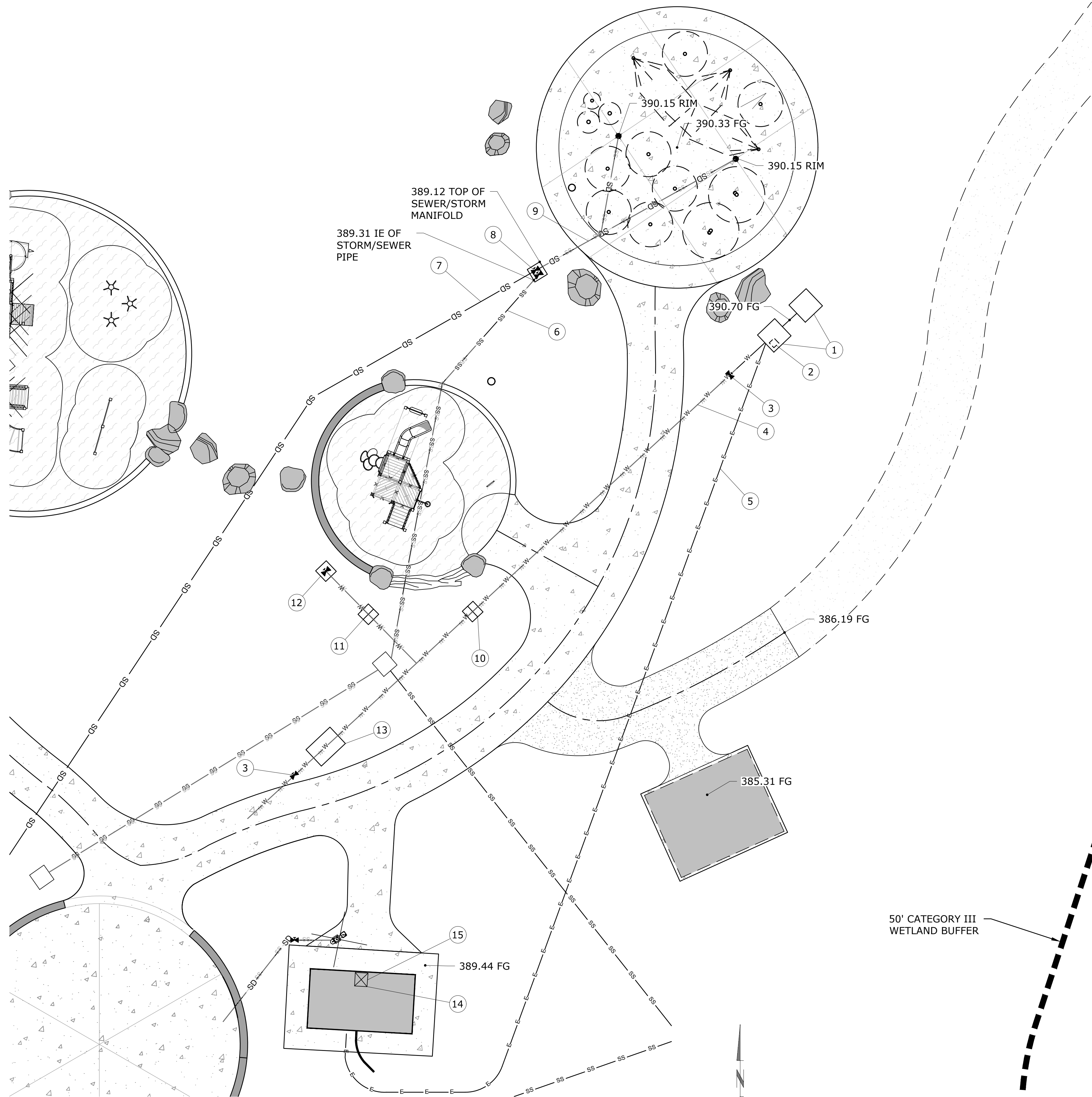
0 5' 10' 20' 40' 60' FEET

DRAWN BY: LME
CHECKED BY: CGS
JOB NO.: 30100

SHEET NO.: **L410**

All drawings and material appearing herein are the original and unpublished work of the architect and may not be duplicated, used, or disclosed without the written consent of Jones & Jones.

BY:	NO.:	DATE:	REVISION:
SHEET:	DESIGNED: LHO	DRAWN: NEM	CHECKED: XXX
G1.0	DRAWN: NEM	CHECKED: XXX	APPROVED: XXX
2 of XX			
VERT. AS SHOWN	SCALE:	NOTICE:	IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE
<p>MCCORMICK VILLAGE SPLASH PAD 3201 SW OLD CLIFTON ROAD PORT ORCHARD, WA 98367</p> <p>EXISTING AS BUILT PLAN</p>			
PROJECT:	DATE:		
21-3022-0200	JANUARY 2022		



EXISTING CONDITIONS
SCALE: 1"=10'

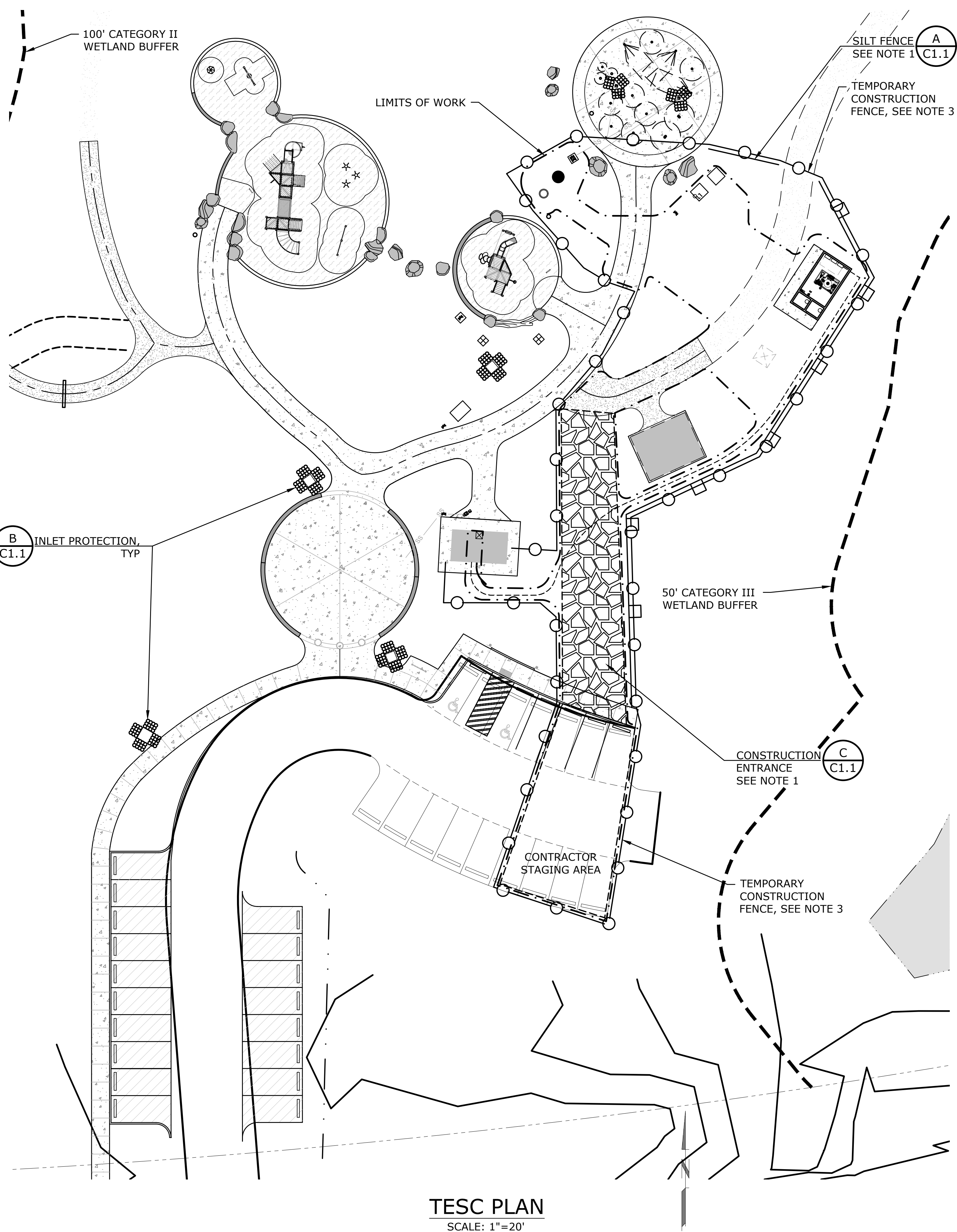
KEY NOTES:

- 1 EXISTING SPRAY SYSTEM MANIFOLDS/VAULTS.
- 2 EXISTING SPRAY PARK CONTROL PANEL.
- 3 EXISTING ISOLATION VALVE.
- 4 EXISTING 2" WATER LINE.
- 5 EXISTING 1" BURIED ELECTRIC CONDUIT FROM RESTROOM BUILDING TO SPLASH PAD CONTROLLER.
- 6 EXISTING 8" SANITARY SEWER CONNECTION. PIPE SIZE BASED ON AS-BUILT PROVIDED BY THE CITY. CONTRACTOR TO VERIFY SIZE ON SITE.
- 7 EXISTING 6" STORM DRAIN LINE. PIPE SIZE BASED ON AS-BUILT PROVIDED BY THE CITY. CONTRACTOR TO VERIFY SIZE ON SITE.
- 8 EXISTING 8" KNIFE VALVE ON SEWER AND 8" TO 6" WYE WITH 6" KNIFE VALVE TYING INTO STORM LINE. CONTRACTOR TO VERIFY SIZE ON SITE.
- 9 EXISTING 8" DRAIN LINE FROM SPRAY PAD.
- 10 EXISTING 2" WATER METER IN STANDARD METER BOX.
- 11 EXISTING 1-1/2" METER IN STANDARD METER BOX.
- 12 EXISTING 2" BRONZE GATE VALVE IN STANDARD VALVE BOX.
- 13 EXISTING 3" IN-GROUND DOUBLE CHECK VALVE ASSEMBLY IN POLYPROPYLENE VALVE BOX.
- 14 EXISTING CIRCUITS AND CONDUIT FROM ELECTRICAL PANEL BOX FOR SPLASH PAD CONTROLLER.
- 15 EXISTING ELECTRICAL SERVICE IN RESTROOM FACILITY.

NOTES:

1. ALL INFORMATION OBTAINED FROM PREVIOUS DOCUMENTS AND PROVIDED AS-BUILT INFORMATION PROVIDED BY THE CITY. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS AND SHALL NOTIFY OWNER OF DISCREPANCIES.

	PROJECT: 21-3022-0200 DATE: JANUARY 2022	MURRAYSMITH 3201 SW OLD CLIFTON ROAD PORT ORCHARD, WA 98367	EXISTING CONDITIONS	SCALE: AS SHOWN HORIZAS SHOWN NOTICE 0 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE		NO. DATE REVISION BY	SHEET G2.0 3 of XX
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TESC PLAN
SCALE: 1"=20'

TEMPORARY EROSION & SEDIMENT CONTROL NOTES:

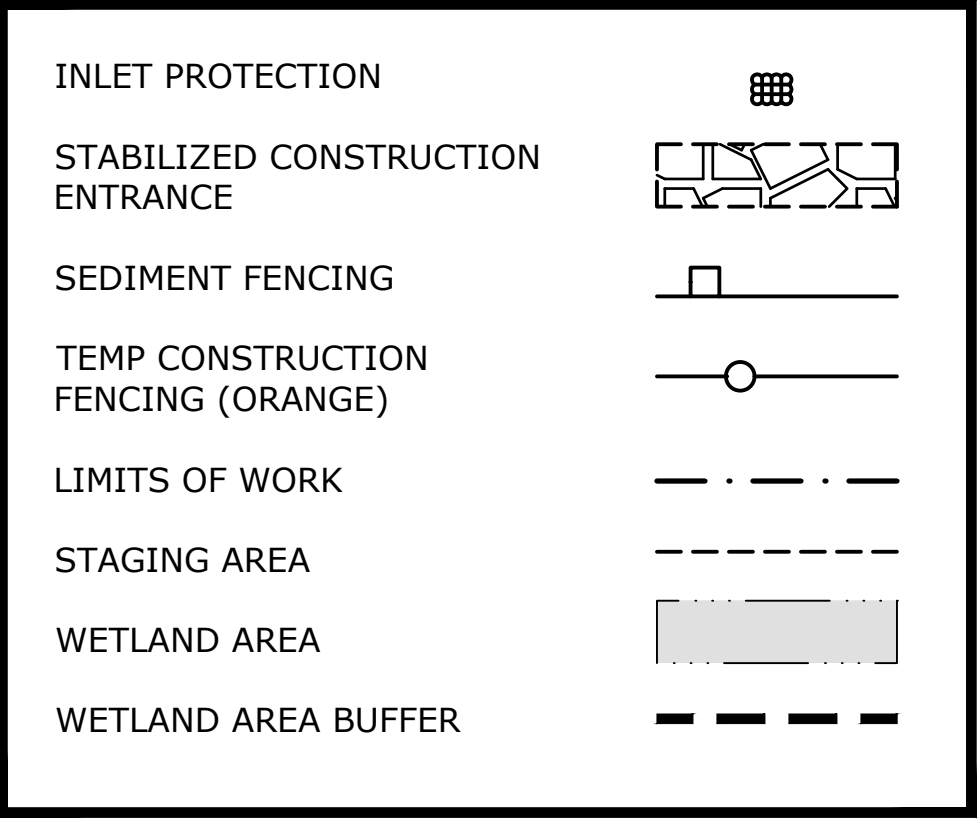
- SCHEDULE** - ALL REQUIRED SEDIMENTATION / EROSION CONTROL FACILITIES MUST BE CONSTRUCTED AND IN OPERATION PRIOR TO ANY LAND CLEARING AND/OR OTHER CONSTRUCTION TO ENSURE THAT THE TRANSPORT OF SEDIMENT TO SURFACE WATERS, DRAINAGE SYSTEMS AND ADJACENT PROPERTIES IS PREVENTED. THE TESC FACILITIES SHALL BE MAINTAINED UNTIL PERMANENT EROSION CONTROL (PAVING, STRUCTURE, RE-VEGETATION WITH TREES, SHRUBS, GROUND COVER, ETC.) PER THE APPROVED PLANS IS IN PLACE.
- IMPLEMENTATION** - THE IMPLEMENTATION OF THE TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT AND UPGRADING OF THE TESC FACILITIES IN COORDINATION WITH THE APPROVED PLANS AND/OR SWPPP IS THE RESPONSIBILITY OF THE CONTRACTOR / TESC SUPERVISOR UNTIL ALL CONSTRUCTION IS APPROVED AND SITE IS PERMANENTLY STABILIZED. DURING THE COURSE OF CONSTRUCTION, IT SHALL BE THE OBLIGATION AND RESPONSIBILITY OF THE CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY THEIR ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES, OVER AND ABOVE MINIMUM REQUIREMENTS, AS MAY BE NEEDED TO PROTECT ADJACENT PROPERTIES AND WATER QUALITY OF THE RECEIVING DRAINAGE SYSTEM.
- INSPECTIONS BY CONTRACTOR** - THE TEMPORARY EROSION CONTROL FACILITIES SHALL BE INSPECTED BY THE CONTRACTOR DAILY AND AT THE END OF EVERY RAINFALL, AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING UNTIL ALL CONSTRUCTION IS APPROVED AND THE SITE HAS STABILIZED.
- BEST MANAGEMENT PRACTICES (BMPs)** - ALL TESC FACILITIES SHALL CONFORM TO THE BEST MANAGEMENT PRACTICES LISTED IN THE CURRENT EDITION OF THE DEPARTMENT OF ECOLOGY STORMWATER MANAGEMENT MANUAL FOR WESTERN WASHINGTON AND THE APPROVED SWPPP.
- MINIMUM REQUIREMENTS** - THE EROSION AND SEDIMENTATION CONTROL SYSTEMS DEPICTED ON THESE DRAWINGS ARE INTENDED TO BE MINIMUM REQUIREMENTS TO MEET ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND UNEXPECTED OR SEASONAL CONDITIONS DICTATE, THE CONTRACTOR SHOULD ANTICIPATE THAT MORE EROSION AND SEDIMENTATION CONTROL FACILITIES WILL BE NECESSARY TO ENSURE COMPLETE SILTATION CONTROL ON THE SITE. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL MEANS AND METHODS AND SEQUENCING OF TESC MEASURES AND ENSURING WATER QUALITY REQUIREMENTS ARE MET.
- APPROVALS** - APPROVAL OF THIS TEMPORARY EROSION AND SEDIMENT CONTROL (TESC) PLAN DOES NOT CONSTITUTE AN APPROVAL OF PERMANENT ROAD OR DRAINAGE DESIGN (E.G., SIZE AND LOCATION OF ROADS, PIPES, RESTRICTORS, CHANNELS, RETENTION FACILITIES, UTILITIES, ETC.), BUT IS AN APPROVAL OF THE TEMPORARY EROSION AND SEDIMENTATION CONTROL PLANS ONLY. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY, INCLUDING OBTAINING THE APPROPRIATE PERMITS AND APPROVALS.
- CLEARING LIMITS / LIMITS OF WORK** - THE BOUNDARIES OF THE CLEARING LIMITS SHOW ON THIS PLAN SHALL BE CLEARLY FLAGGED BY A CONTINUOUS LENGTH OF ORANGE PROTECTION FENCING PRIOR TO CONSTRUCTION. DURING CONSTRUCTION, NO DISTURBANCE BEYOND THE CLEARING LIMITS SHALL BE PERMITTED. THE CLEARING LIMITS SHALL BE MAINTAINED BY THE CONTRACTOR / TESC SUPERVISOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED.
- CONSTRUCTION SEQUENCE** - THE FOLLOWING CONSTRUCTION SEQUENCE SHALL BE FOLLOWED IN ORDER TO BEST MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENTATION CONTROL (ESC) PROBLEMS:
 - CLEAR AND GRUB SUFFICIENTLY FOR INSTALLATION OF TEMPORARY EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICE MEASURES (BMPs);
 - INSTALL TEMPORARY ESC BMPs, CONSTRUCTING SEDIMENT TRAPPING BMPs AS ONE OF THE FIRST STEPS PRIOR TO GRADING;
 - CLEAR, GRUB AND GRADE SUBJECT SITE;
 - TEMPORARILY STABILIZE, THROUGH RE-VEGETATION OR OTHER APPROPRIATE BMPs, SUBJECT SITE IN SITUATIONS WHERE SUBSTANTIAL CUT OR FILL SLOPES ARE A RESULT OF THE SITE GRADING;
 - PROTECT ALL PERMANENT STORMWATER FACILITIES UTILIZING THE APPROPRIATE BMPs; REMOVE TEMPORARY ESC CONTROLS WHEN:
 - PERMANENT ESC CONTROLS, WHEN APPLICABLE, HAVE BEEN COMPLETELY INSTALLED;
 - ALL LAND-DISTURBING ACTIVITIES THAT HAVE THE POTENTIAL TO CAUSE EROSION OR SEDIMENTATION PROBLEMS HAVE CEASED; AND,
 - VEGETATION HAS BEEN ESTABLISHED IN THE AREAS NOTED AS REQUIRING VEGETATION ON THE ACCEPTED ESC PLAN ON FILE WITH THE LOCAL JURISDICTION.
- EXISTING VEGETATED AREAS** - RETAIN THE DUFF LAYER, NATIVE TOPSOIL, AND NATURAL VEGETATION IN AN UNDISTURBED STATE TO THE MAXIMUM EXTENT PRACTICAL.
- ADJACENT PROPERTIES** - ALL PROPERTIES ADJACENT TO THE PROJECT SITE SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND RUNOFF.
- STABILIZATION OF DISTURBED AREAS** - ALL EXPOSED AND UNWORKED SOILS SHALL BE STABILIZED WITH MULCHING, GRASS PLANTING, PLASTIC COVERING OR OTHER APPROVED EROSION CONTROL TREATMENT APPLICABLE TO THE EXPOSED SOIL CONDITIONS AND THE TIME OF YEAR IN QUESTION. FROM OCTOBER 1 TO APRIL 30, NO SOILS SHALL REMAIN UNSTABILIZED FOR MORE THAN 7 DAYS. FROM MAY 1 TO SEPTEMBER 30, NO SOILS SHALL REMAIN UNSTABILIZED FOR MORE THAN 7 DAYS. GRASS SEEDING ALONE WILL BE ACCEPTABLE ONLY DURING THE MONTHS OF APRIL THRU SEPTEMBER INCLUSIVE. SEEDING MAY PROCEED OUTSIDE THE SPECIFIED TIME PERIOD WHENEVER IT IS IN THE INTEREST OF THE CONTRACTOR, BUT MUST BE AUGMENTED WITH MULCHING, NETTING, OR OTHER TREATMENT AS APPROVED BY THE LOCAL JURISDICTION.
- FILTER FABRIC FENCE** - FILTER FABRIC FENCES SHALL BE CONSTRUCTED ALONG THE DOWNSLOPE EDGES OF THE CONSTRUCTION SITE AND SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL CONSTRUCTION IS COMPLETE AND THE SITE HAS STABILIZED. REGULAR INSPECTIONS SHALL BE MADE TO ENSURE THAT THE FENCE IS FUNCTIONING PROPERLY, AND ADDITIONAL INSPECTIONS SHALL BE MADE AFTER EACH LARGE RUNOFF PRODUCING STORM AND DURING PROLONGED RAINFALL PERIODS. TRAPPED SEDIMENT SHALL BE REMOVED WHEN IT REACHES APPROXIMATELY ONE QUARTER THE HEIGHT OF THE FENCE. THE WASHED GRAVEL BACKFILL SHALL BE REPLACED AND THE FILTER FABRIC CLEANED IF IT IS RENDERED NONFUNCTIONAL BY EXCESSIVE SILT ACCUMULATION. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART, AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 30 INCHES, WHERE POSSIBLE. FILTER FABRIC JOINTS SHALL BE MADE ONLY AT A SUPPORT POST, WITH A 6 INCH MINIMUM OVERLAP, WITH BOTH ENDS SECURELY FASTENED TO THE POST.
- STORM DRAIN INLET PROTECTION** - ANY CATCH BASINS, INLETS, OR TRENCH DRAINS COLLECTING RUNOFF FROM THE SITE, WHETHER THEY ARE ON OR OFF THE SITE, SHALL HAVE STORM DRAIN INLET PROTECTION PER THE CATCH BASIN INSERT DETAIL SHOWN ON THIS PLAN SET. INSERTS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME THAT ALL CONSTRUCTION IS APPROVED AND THE SITE HAS BEEN STABILIZED.
- SEDIMENT ACCUMULATION** - AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A SEDIMENT FILTER THAT IS INSTALLED WITHIN A CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING ACTIVITIES. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSTREAM SYSTEM. ACCUMULATED SEDIMENTS SHALL BE DISPOSED OF IN A MANNER APPROVED BY THE LOCAL JURISDICTION. ALL CATCH BASINS AND SEDIMENT FILTERS SHALL BE INSPECTED FOR COMPLIANCE DAILY AND WITHIN 24 HOURS OF A RAINFALL EVENT.

BENCH MARK NOTE:

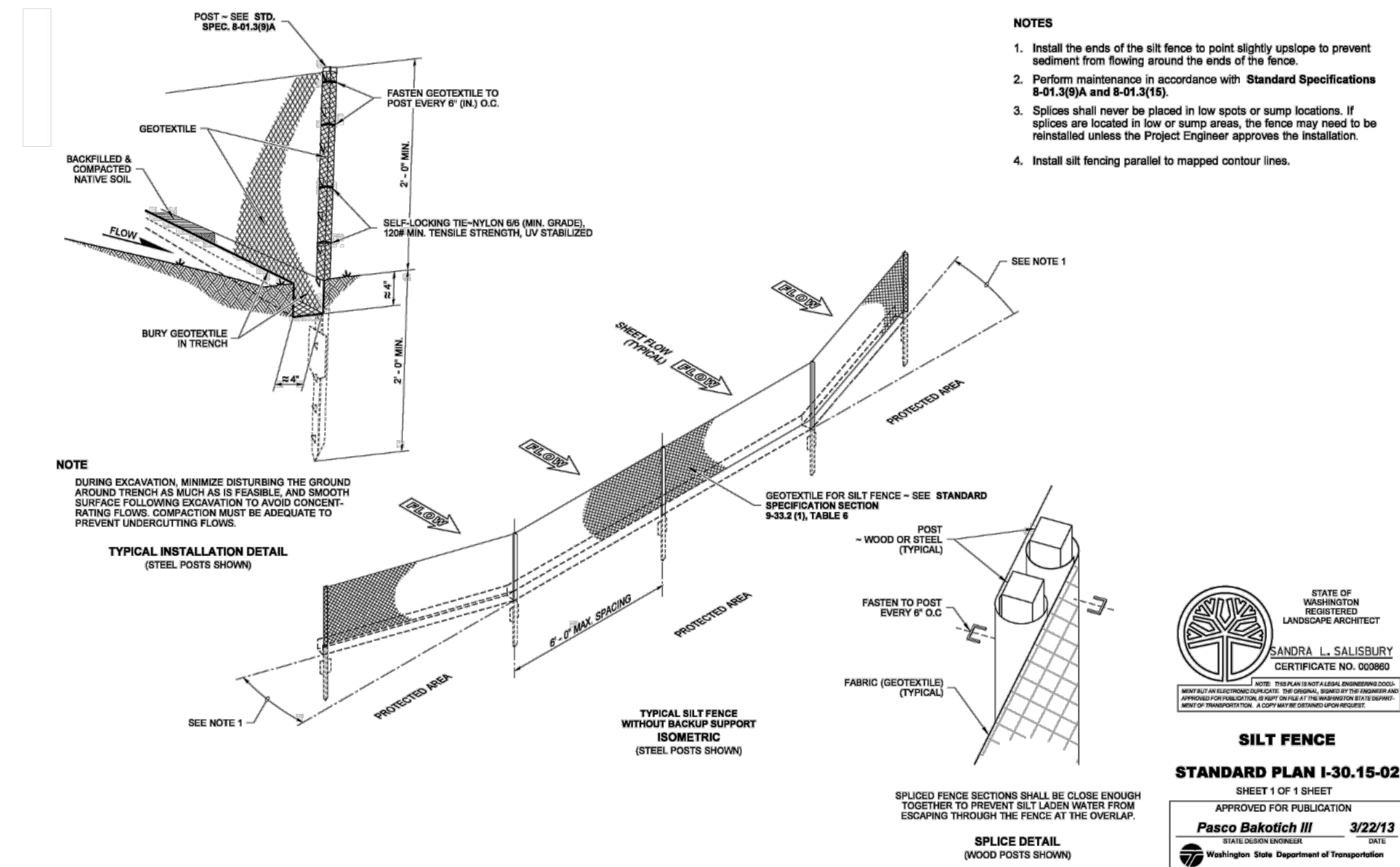
1. CONTRACTOR SHALL PROTECT ALL EXISTING PROPERTY CORNERS AND BENCH MARKS. ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE REMEDIATED AT THE CONTRACTOR'S EXPENSE.

NOTES:

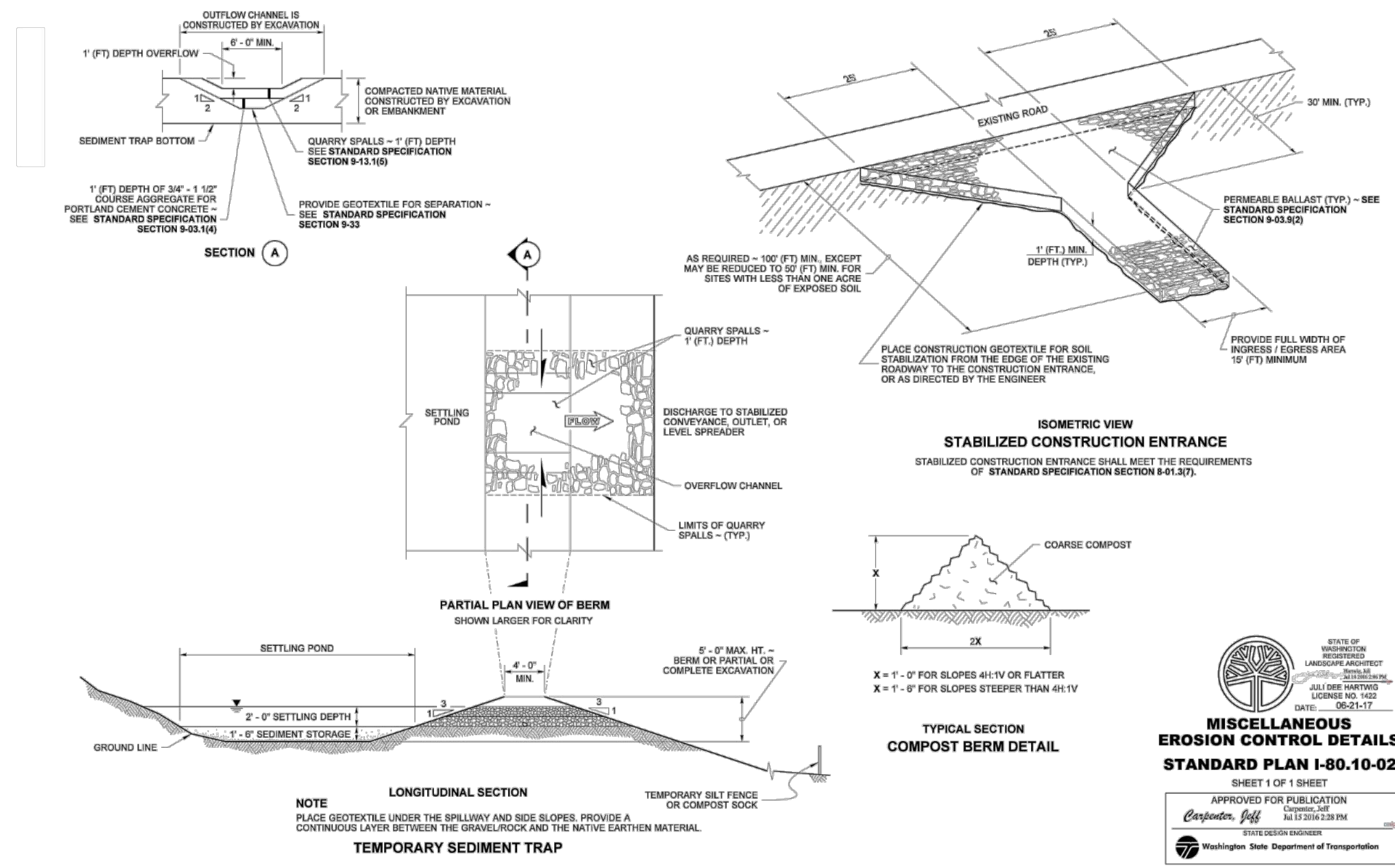
- CONSTRUCTION ACCESS IS SHOWN FOR REFERENCE ONLY, ACTUAL ROUTE AND EXTENTS TO BE DETERMINED ON SITE AT THE PRE-CONSTRUCTION MEETING.
- RECOMMENDED SILT FENCE LOCATION. ADJUST AS NECESSARY TO MAINTAIN SEDIMENT IN PROJECT AREA.
- TEMPORARY CONSTRUCTION FENCE SHALL BE CHAIN LINK, 6 FEET TALL, WITH ABOVE GROUND POST BASES. CONSTRUCTION FENCING TO BE ADJUSTED AS NECESSARY TO ACCOMMODATE CONSTRUCTION ACTIVITIES.



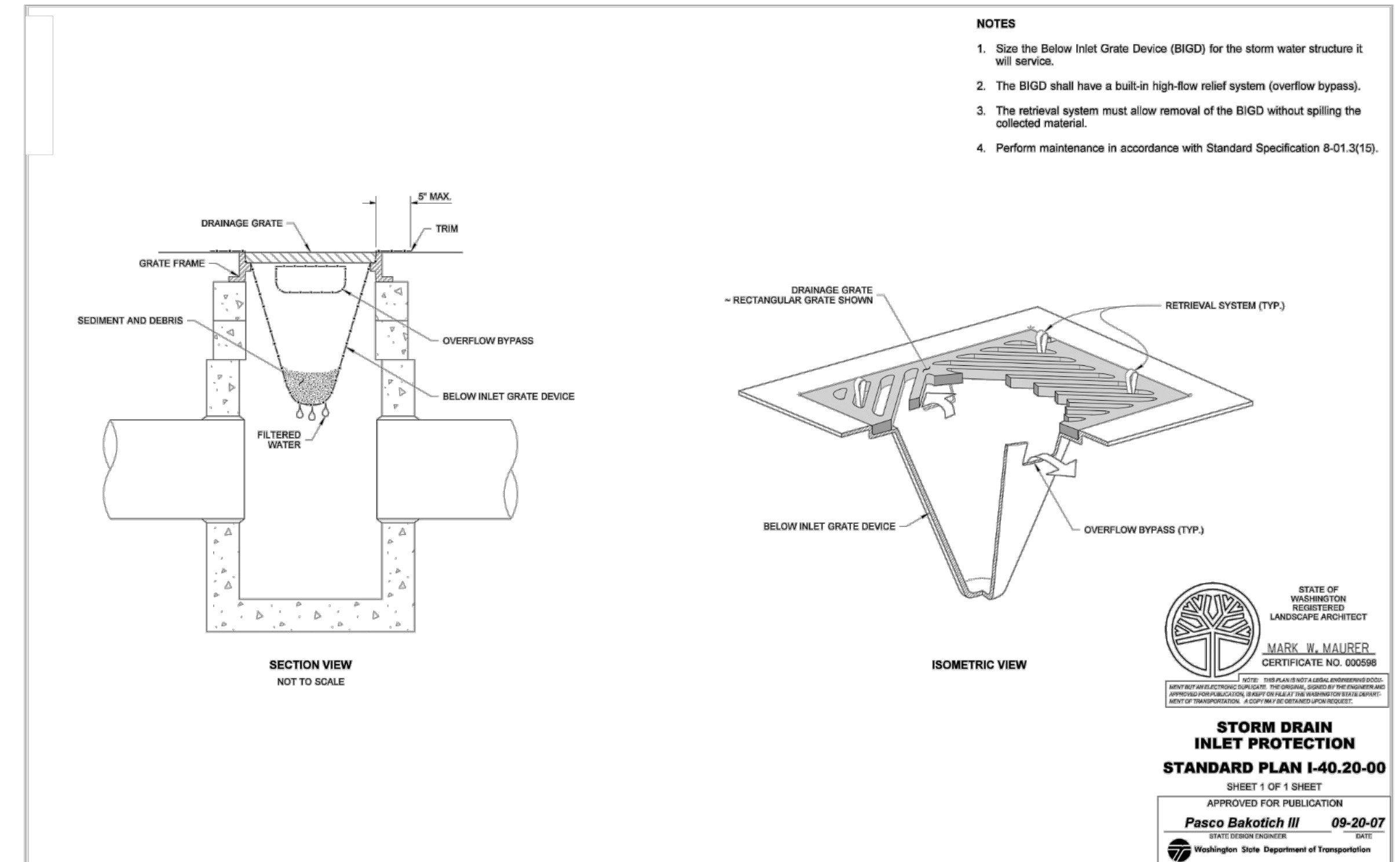
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MCCORMICK VILLAGE SPLASH PAD 3201 SW OLD CLIFTON ROAD PORT ORCHARD, WA 98367										TESC PLAN									
murraysmith					PROJECT: 21-3022-0200					DATE: JANUARY 2022									



A SILT FENCE
C1.0 WSDOT STD. PLAN I-30.15-02 SCALE: NTS



C STABILIZED CONSTRUCTION ENTRANCE
C1.0 WSDOT STD. PLAN I-80.10-02 SCALE: NTS



B STORM DRAIN INLET PROTECTION
C1.0 WSDOT STD. PLAN I-40.20-00 SCALE: NTS

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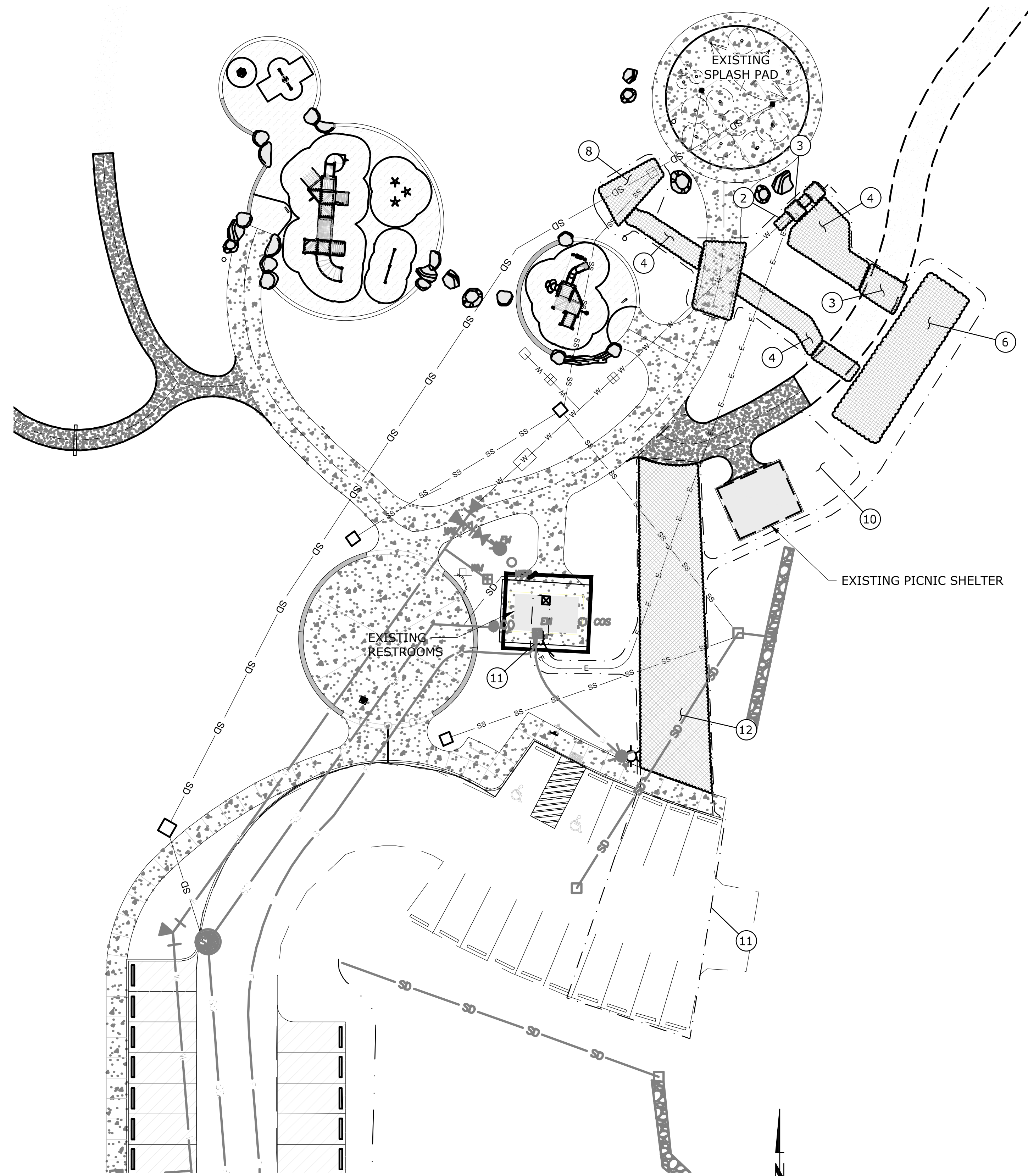
NOTICE
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MCCORMICK VILLAGE SPLASH PAD
3201 SW OLD CLIFTON ROAD
PORT ORCHARD, WA 98367

TESC DETAILS

PROJECT: 21-3022-0200 DATE: JANUARY 2022

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DEMOLITION PLAN
SCALE: 1"=20'

DEMOLITION NOTES:

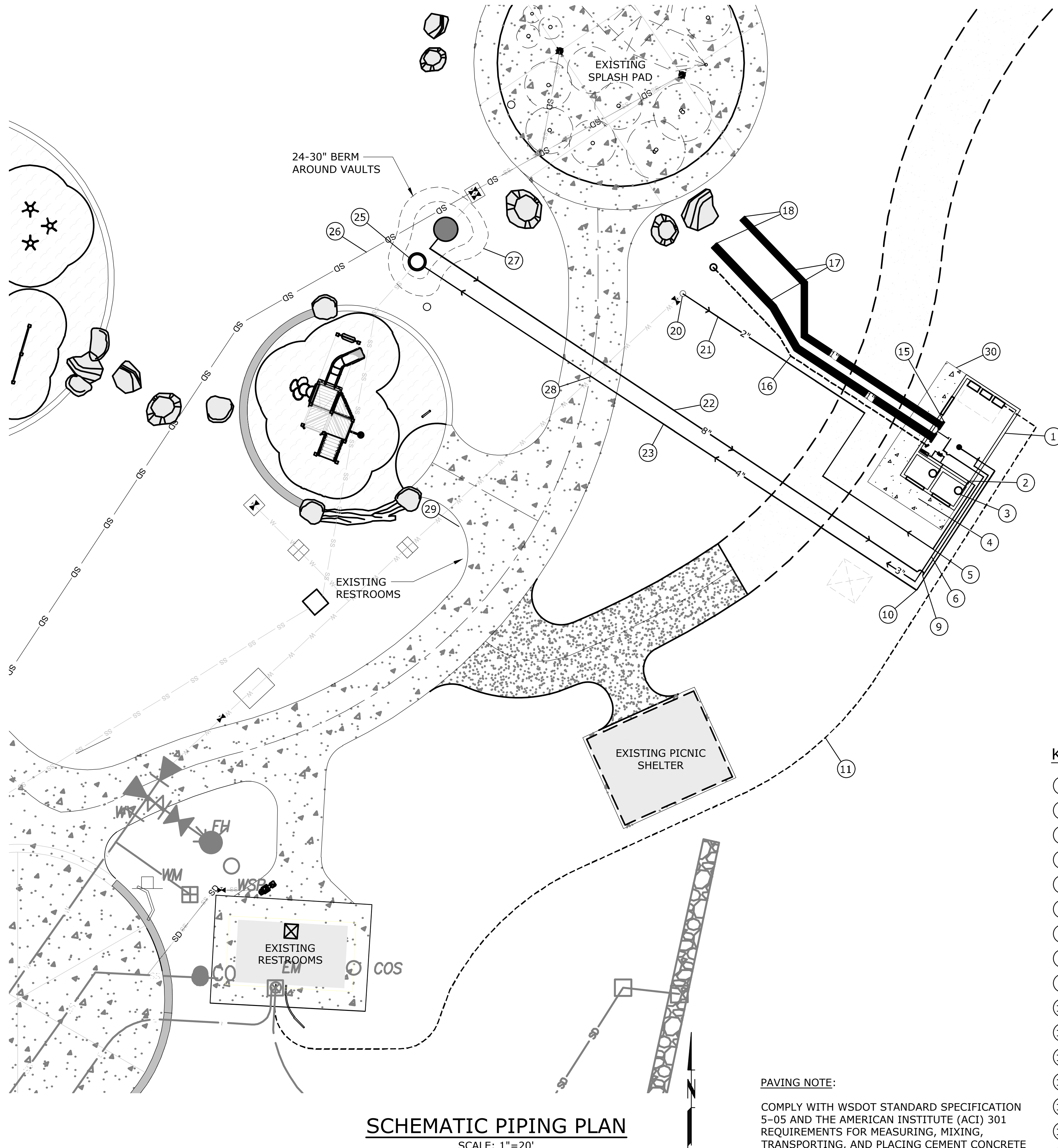
1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO BID SUBMISSION. ANY DISCREPANCIES BETWEEN FIELD CONDITIONS AND PROJECT INTENT / CONTRACT DOCUMENTS AFFECTING THE COST OF THE PROJECT SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
2. PRIOR TO COMMENCING WORK, CONTRACTOR TO ENSURE THAT ALL TREE PROTECTION MEASURES HAVE BEEN INSTALLED PER CITY OF PORT ORCHARD STANDARDS.
3. CONTRACTOR TO REVIEW PROJECT LIMITS FOR QUANTITY AND TYPE OF PLANTINGS, STRUCTURES, OBSTRUCTIONS, ROCK AND DEBRIS AT THE TIME OF BIDDING AND SHALL INCORPORATE ALL REMOVALS/DISPOSAL IN THEIR BID.
4. LOCATION OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL UTILITIES AND THEIR CONNECTION POINTS PRIOR TO CONSTRUCTION. COST OF LOCATES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. COORDINATE WITH THE APPROVED AGENCIES AS NEEDED PRIOR TO DEMOLITION.
5. ALL EXISTING STRUCTURES, TREES, SHRUBS, FENCES, GRAVEL WALKS, FOUNDATIONS, ASPHALT AND CONCRETE WHERE DESIGNATED FOR DEMOLITION/REMOVAL, ARE TO BE REMOVED FROM SITE UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR SHALL REMOVE ALL WASTE MATERIAL AND DEBRIS FROM SITE AND DISPOSE OF LEGALLY IN SUITABLE LOCATIONS OFFSITE.
6. OWNER IS RESPONSIBLE FOR OBTAINING ALL PERMITS, INCLUDING RIGHT-OF-WAY OBSTRUCTION PERMITS.
7. CONTRACTOR IS RESPONSIBLE FOR INCIDENTAL TRAFFIC CONTROL MEASURES AS REQUIRED IN ACCORDANCE WITH THE MANUAL ON TRAFFIC CONTROL DEVICES (MUTCD) AND WASHINGTON STATE MODIFICATIONS TO THE MUTCD.
8. DEMOLITION CONTRACTOR TO SUBMIT TO THE CITY OF PORT ORCHARD, THE TRUCK ROUTE, SCHEDULE OF DEMOLITION, TRAFFIC CONTROL PLAN, METHOD OF DEMOLITION, AND DUST AND NOISE CONTROL MEASURES AS REQUIRED TO OBTAIN OBSTRUCTION PERMIT.
9. PRIOR TO BEGINNING ANY DEMOLITION OR GROUND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL INSTALL BMP'S FOR EROSION AND SEDIMENT CONTROL. MEASURES SHALL INCLUDE BUT ARE NOT LIMITED TO; CONSTRUCTION ACCESS, SILT FENCE AND INLET PROTECTION.
10. TREE PRUNING, REMOVAL, AIR SPADING AND ROOT PRUNING SHALL BE PERFORMED UNDER A CITY OF PORT ORCHARD ARBORIST SUPERVISION. CONTRACTOR SHALL COORDINATE DIRECTLY WITH CITY OF PORT ORCHARD ARBORIST TO SCHEDULE WORK.
11. OWNER WILL FURNISH COMPACTION & MATERIAL TESTING. IF CONTRACTOR FAILS TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL TESTING UNTIL COMPACTION AND MATERIALS MEET SPECIFICATION.
12. DEMOLITION LIMITS ARE FOR REFERENCE ONLY. ACTUAL DEMOLITION LIMITS TO BE DETERMINED BY AWARDED CONTRACTOR.
13. IF MATERIALS SUSPECTED OF CONTAINING HAZARDOUS MATERIALS ARE ENCOUNTERED, DO NOT DISTURB; IMMEDIATELY NOTIFY THE ENGINEER AND OWNER.
14. AREAS DISTURBED OR DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE CONSTRUCTED OR RESTORED TO ORIGINAL CONDITIONS OR BETTER. THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING CONDITIONS PRIOR TO CONSTRUCTION ACTIVITIES AND ANY DAMAGE THAT MAY OCCUR.

KEY NOTES:

- (X) INTERCEPT EXISTING WATER LINE AND REROUTE TO MECHANICAL BUILDING FOR DISTRIBUTION.
- (X) NEW SPRAY PARK CONTROL PANEL TO BE LOCATED IN NEW BUILDING.
- (X) REMOVE TURF FOR PIPE PLACEMENT AND REPLACE WITH SOD AS REQUIRED. REPAIR AND REPLACE ALL IRRIGATION AS REQUIRED.
- (X) REMOVE GRAVEL PATH SECTION FOR PIPE PLACEMENT AS REQUIRED AND REPLACE PATH WITH GRAVEL MATERIAL THAT MATCHES EXISTING. SEE SHEET L1.4/DETAIL 8.
- (X) APPROXIMATE CLEAR AND GRUB LIMITS FOR MECHANICAL BUILDING, RESERVOIR, AND OVERFLOW VAULT.
- (X) REMOVE AND REPLACE TWO SECTIONS OF CONCRETE WALK, EXPANSION JOINT TO EXPANSION JOINT. SEE SHEET L4.1/DETAILS 6 AND 7.
- (X) REMOVED EXISTING SECTION OF SANITARY SEWER LINE TO ALLOW FOR MANHOLE AND STRAINER.
- (X) ABANDON EXISTING ELECTRICAL. REROUTE FROM RESTROOM BUILDING TO MECHANICAL BUILDING PER SHEET L2.0.
- (X) PRESERVE AND PROTECT EXISTING TURF AND PLANTINGS AROUND PICNIC SHELTER.
- (X) REMOVE AND REPLACE CONCRETE SECTION TO UPSIZE ELECTRICAL CONDUIT.
- (X) REPAIR AND REPLACE ANY TURF DAMAGED FROM CONSTRUCTION ACCESS.
- (X) LIMIT OF WORK.

PROJECT: 21-3022-0200 DATE: JANUARY 2022		MCCORMICK VILLAGE SPLASH PAD 3201 SW OLD CLIFTON ROAD PORT ORCHARD, WA 98367 DEMOLITION PLAN	SCALE: VERT: AS SHOWN HORIZAS SHOWN NOTICE: IF THIS BAR DOES NOT MEASURE 1", THEN DRAWING IS NOT TO SCALE.	NO. DATE REVISION BY: _____ DESIGNED: LHO DRAWN: NEM CHECKED: XXX APPROVED: XXX
		SHEET L1.0 7 of XX		

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SCHEMATIC PIPING PLAN
SCALE: 1"=20'

PAVING NOTE:
COMPLY WITH WSDOT STANDARD SPECIFICATION 5-05 AND THE AMERICAN INSTITUTE (ACI) 301 REQUIREMENTS FOR MEASURING, MIXING, TRANSPORTING, AND PLACING CEMENT CONCRETE PAVEMENT.

PLUMBING NOTES:

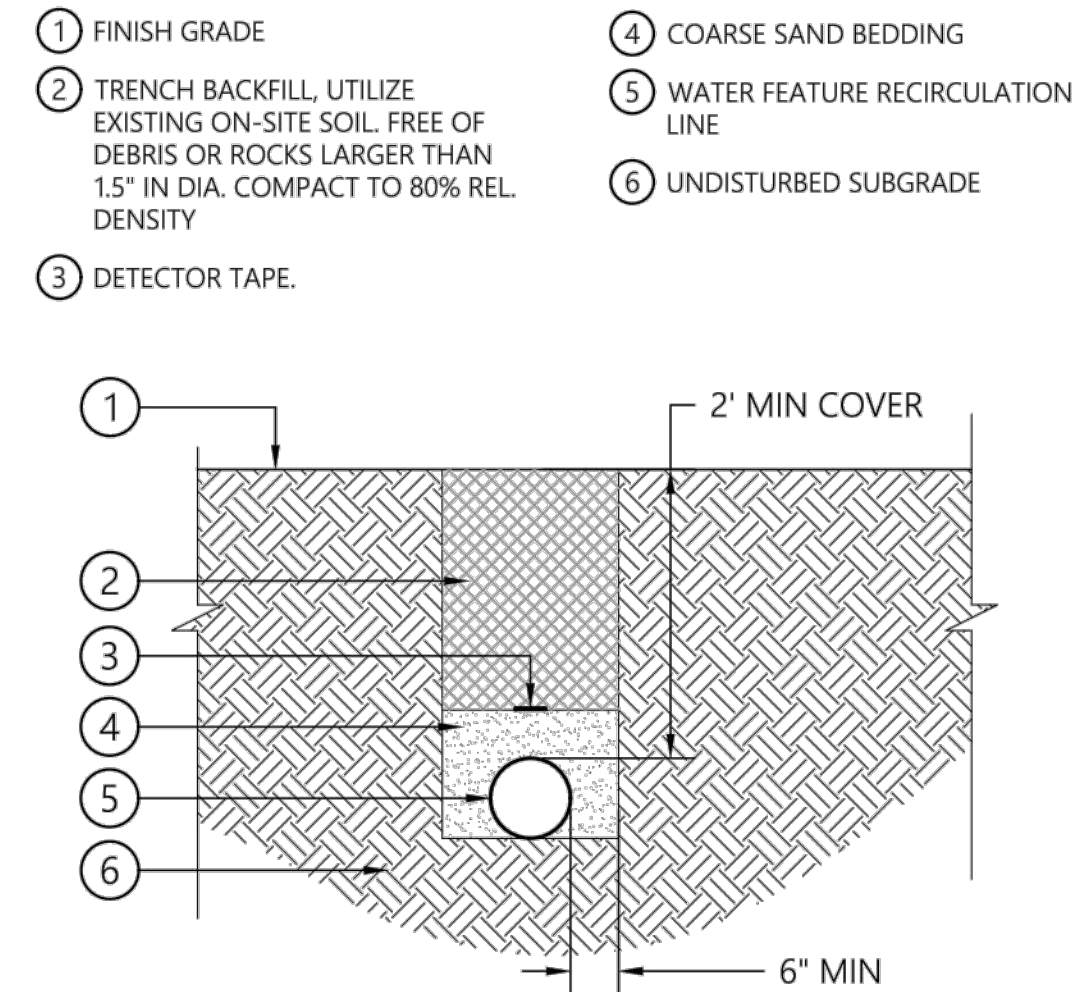
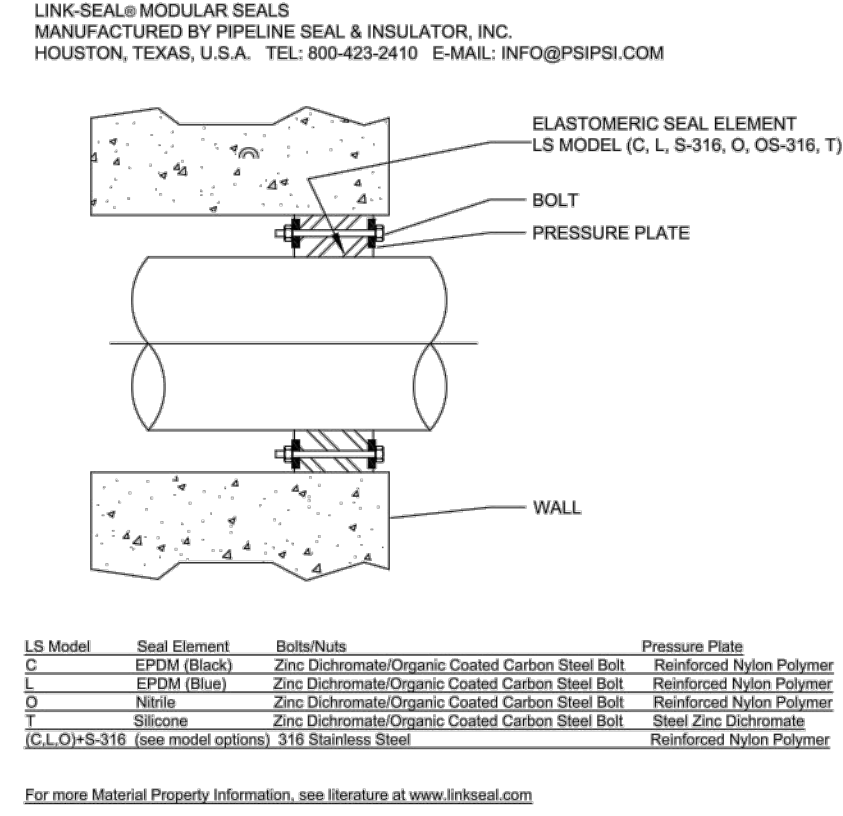
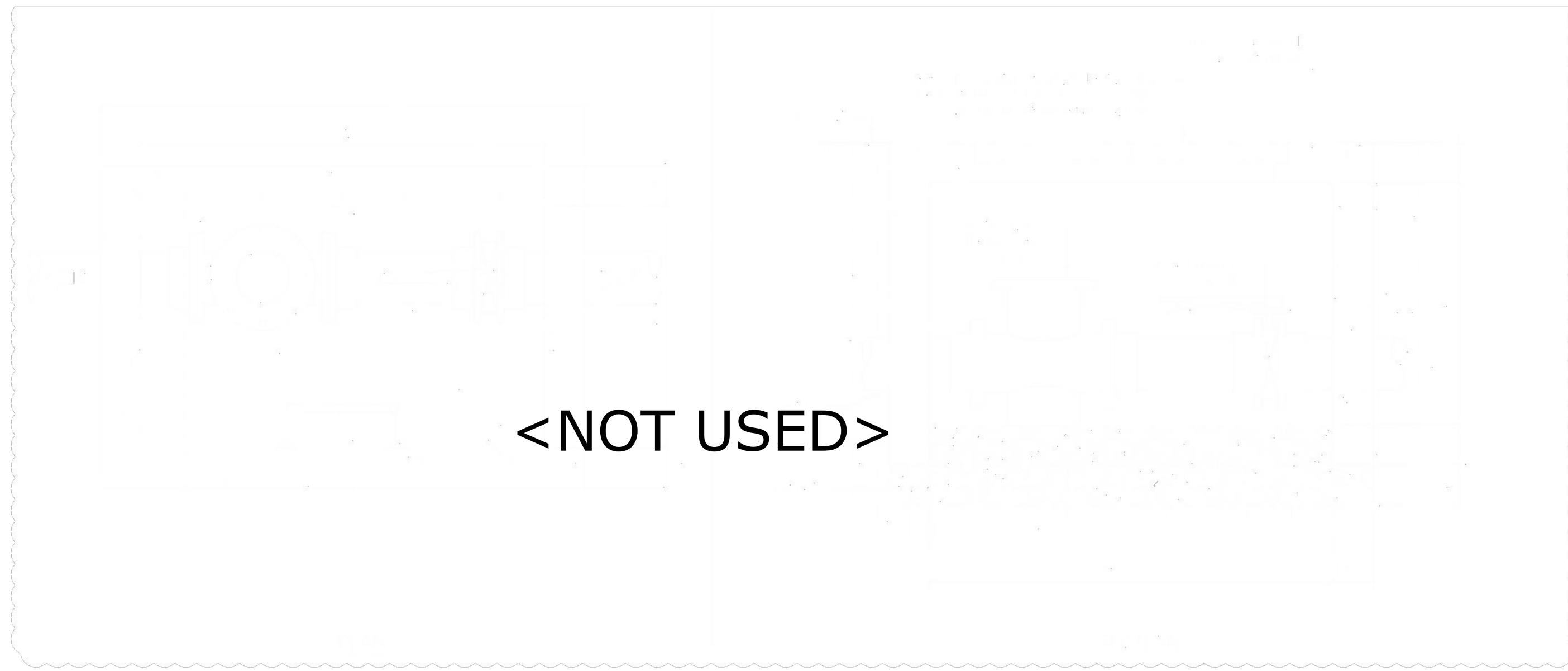
- ADJUSTMENT OF SPLASH PAD IMPROVEMENTS MAY BE REQUIRED DUE TO EXISTING SITE CONDITIONS. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES FOUND BETWEEN THE DRAWINGS AND ACTUAL SITE CONDITIONS.
- CONTRACTOR TO COORDINATE WITH OTHER TRADES TO PLACE PIPE, INSTALL MECHANICAL EQUIPMENT INCLUDING CONNECTION TO POWER AND UTILITIES, INSTALLATION OF FIXTURES, AND OTHER WORK INTEGRAL TO THE SUCCESSFUL INSTALLATION OF SPLASH PAD MECHANICAL AND PLUMBING SYSTEM.
- PIPING LOCATIONS ARE DIAGRAMMATIC ONLY AND SHOULD ONLY BE USED AS CONSTRUCTION REFERENCE.
- ALL PIPING TEES SHOULD BE EQUAL IN SIZE TO THAT OF THE LARGEST CONNECTED PIPE.
- ALL PIPING TO SPLASH PAD COMPONENTS TO BE INSTALLED BY CONTRACTOR INCLUDING PIPE, VALVES, FITTINGS, BOLTS, NUTS, GASKETS AND ANY PIPE SUPPORTS OR HANGERS.
- ALL PIPING INSIDE VAULTS SHALL BE SCHEDULE 80 PVC PRESSURE PIPE AND FITTINGS. ALL PIPING OUTSIDE VAULTS SHALL BE SCHEDULE 40 PVC PRESSURE PIPE AND FITTINGS.
- EVERY PIECE OF EQUIPMENT SHOULD BE CONNECTED BY UNIONS ON THE INLET AND OUTLET SIDES TO ALLOW ROR MAINTENANCE, REMOVAL, AND REPLACEMENTS.
- ALL SUPPLY AND DISCHARGE PIPING SHALL HAVE A UNIFORM SLOPE BACK TO THE MECHANICAL BUILDING AND WATER RESERVOIR TO ENSURE PROPER DRAINAGE DURING COLD WEATHER. IR A WATER TRAP IS UNAVOIDABLE, EITHER DRAIN VALVES SHALL BE INSTALLED AT THE LOW POINT OR PIPES SHOULD BE BLOWN OUT AND PLUGGED TO AVOID RREEZING.
- ALL WALKS AND LANDSCAPE AREAS TO BE RESTORED TO ORIGINAL CONDITIONS ONCE WORK IS COMPLETE. PHOTO DOCUMENTATION REQUIRED PRIOR TO BEGINNING ANY WORK.
- ELECTRICAL COMPONENTS ARE SHOWN ROR LOCATION RERERENCE ONLY.
- CONTRACTOR TO PROVIDE SUBMITTALS TO OWNER FOR ALL EQUIPMENT AND MATERIALS INTENDED FOR USE. PUMP SYSTEMS MAY BE PROVIDED AS INDIVIDUAL COMPONENTS OR AS 'SKID' SYSTEM. ONLY APPROVED EQUIPMENT AND MATERIALS SHALL BE UTILIZED.
- PRESSURE TESTING OF NEW PIPE IS REQUIRED PRIOR TO BACKFILL.
 - TEST SPLASH PAD FILTRATION SYSTEM PIPING HYDROSTATICALLY AT A PRESSURE OF 80 PSIG FOR A FOUR HOUR DURATION.
 - TEST SLASH PAD WATER MAKE-UP SYSTEM PIPING HYDROSTATICALLY AT LINE PRESSURE OR 80 PSIG, WHICHEVER IS GREATER, FOR A FOUR HOUR DURATION.
 - TEST SPLASH PAD DRAIN PIPING HYDROSTATICALLY AT A PRESSURE OF 30 PSIG FOR A TWO-HOUR DURATION.
 - WORK MAY BE TESTED IN SECTIONS, IF NECESSARY, FOR CONVENIENCE. IN THIS CASE, TEST OF LAST SECTION SHALL INCLUDE ALL SECTIONS BETWEEN PREVIOUSLY TESTED SECTIONS AND SECTION DIRECTLY UNDER TEST.
 - FURNISH ALL LABOR AND MATERIALS REQUIRED TO MAKE TEST, AND PERFORM TESTING IN THE PRESENCE OF THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.
 - SHOULD ANY PIECE OF EQUIPMENT, APPARATUS, MATERIALS, OR WORK FAIL IN ANY OF THESE TEST, IMMEDIATELY REMOVE AND REPLACE WITH PERFECT MATERIAL, AND RETEST THE PORTION OF THE WORK REPLACED.
- CONTRACTOR SHALL MAINTAIN A MINIMUM TEN (10) FEET OF HORIZONTAL SEPARATION BETWEEN WATER PIPE AND PIPE CARRYING NON POTABLE WATER. AT CROSSINGS, PROVIDE A MINIMUM VERTICAL CLEARANCE OF 24 INCHES BETWEEN WATER PIPE (ABOVE) AND PIPE CARRYING NON-POTABLE WATER (BELOW). INSTALLATIONS FOR PIPE CARRYING NON-POTABLE WATER MAY BE INSTALLED AT A CLEARANCE OF LESS THAN THOSE STATED ABOVE IF THE NON-POTABLE LINE IS SLEEVED. THE SLEEVE PIPE SHALL BE AT LEAST TWENTY (20) FEET IN LENGTH AND CENTERED ON THE CROSSING TO PROVIDED FOR A MINIMUM HORIZONTAL SEPARATION OF TEN (10) FEET ON EACH SIDE OF THE CROSSING, MEASURED PERPENDICULAR TO THE CROSSED LINE. EACH END OF THE SLEEVE SHALL BE SEALED WITH A FERNCO RUBBER COUPLER.
- UTILITY PIPE AND CONDUITS SHALL BE INSTALLED WITH CONTINUOUS WARNING TAPE DIRECTLY OVER PIPING AT DEPTHS IN COMPLIANCE WITH THE CITY OF PORT ORCHARD. WARNING TAPE SHALL ALSO BE INSTALLED AT OUTSIDE EDGE OF UNDERGROUND STRUCTURES.

KEY NOTES:

- | | |
|--|--|
| 1 MECHANICAL BUILDING. SEE DETAIL 1/SHEET L4.0. | 18 2" CONDUIT TO EXISTING VAULT. |
| 2 WATER SUPPLY LINE TO EYEWASH STATIONS. | 19 NOT USED. |
| 3 EYE WASH STATION. | 20 POINT OF CONNECTION TO EXISTING 2" WATER LINE. |
| 4 4" SUPPLY. | 21 2" POTABLE WATER SUPPLY. |
| 5 2" AUTO FILL LINE. | 22 DRAIN LINE FROM SPLASH PAD TO RESERVOIR. APPROXIMATELY 100 LF, 6% SLOPE. |
| 6 3" FILTER RETURN | 23 LINE TO SANITARY SEWER LINE. |
| 7 NOT USED. | 24 NOT USED. |
| 8 NOT USED. | 25 PRECAST Ø30" VAULT WITH SOLID LID. STRUCTURE SHALL BE CORED ON SITE (NO KNOCK-OUTS). PROVIDE DOWN-TURNED ELBOW WITH PIPE EXTENSION ON EFFLUENT OUTLET TO FORM WATER SEAL IN VAULT. RIM EL: 391.35 - RAISE SURROUNDING GRADE TO MATCH STRUCTURE RIM. SEE SHEET L4.1/DETAIL 5 IE 4" PRESSURIZED EVACUATION PIPE IN: 388.97 IE 8" SS OUT: 388.31 |
| 9 3" BACKWASH/WASTE. | 26 EXISTING STORM DRAIN PIPE TO REMAIN AND PROTECT IN PLACE. |
| 10 4" FLOOR DRAIN. | 27 APPROXIMATE AREA TO BE REGRADED TO ACCOMMODATE TOP OF STRUCTURES (EL 391.35). |
| 11 ELECTRICAL CONDUIT TO MECHANICAL BUILDING. SEE ELECTRICAL PLAN. | 28 PIPE CROSSINGS; REFER TO PLUMBING NOTE 13 FOR CLEARANCE AND SLEEVING REQUIREMENTS. |
| 12 NOT USED. | 29 EXISTING HOSE BIB. |
| 13 NOT USED. | 30 4' WIDE CONCRETE WALK ALONG THE WEST AND SOUTH SIDE OF THE MECHANICAL BUILDING. |
| 14 NOT USED. | |
| 15 EXISTING CONTROL PANEL TO BE SALVAGED AND RELOCATED INSIDE MECHANICAL BUILDING. | |
| 16 CONDUIT TO ACTIVATION BOLLARD. SEE ELECTRICAL PLAN. | |
| 17 2" CONDUIT TO EXISTING VAULT. | |

PROJECT:	21-3022-0200	DATE:	JANUARY 2022
MCCORMICK VILLAGE SPLASH PAD 3201 SW OLD CLIFTON ROAD PORT ORCHARD, WA 98367		SCHEMATIC PIPING PLAN	
NO.	DATE	REVISION	BY
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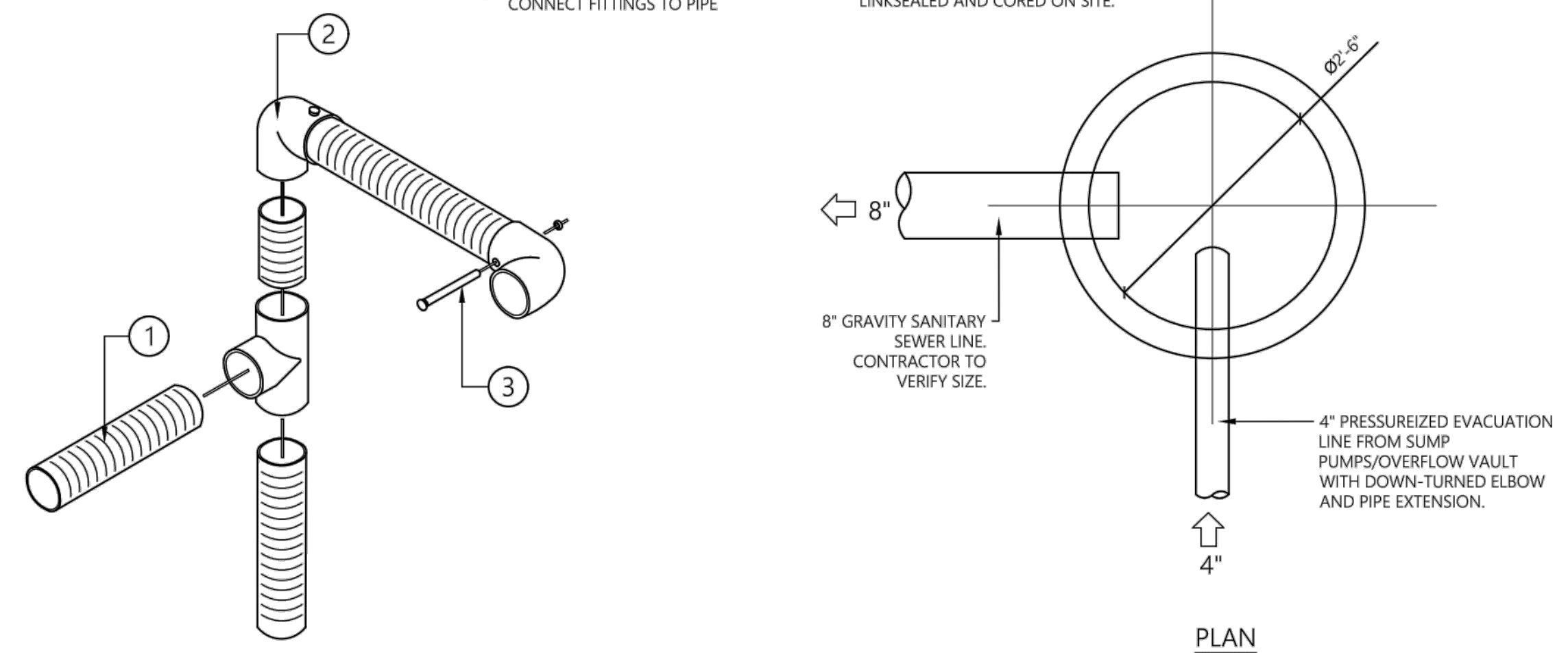


1 BASKET STRAINER
3/4" = 1'-0"

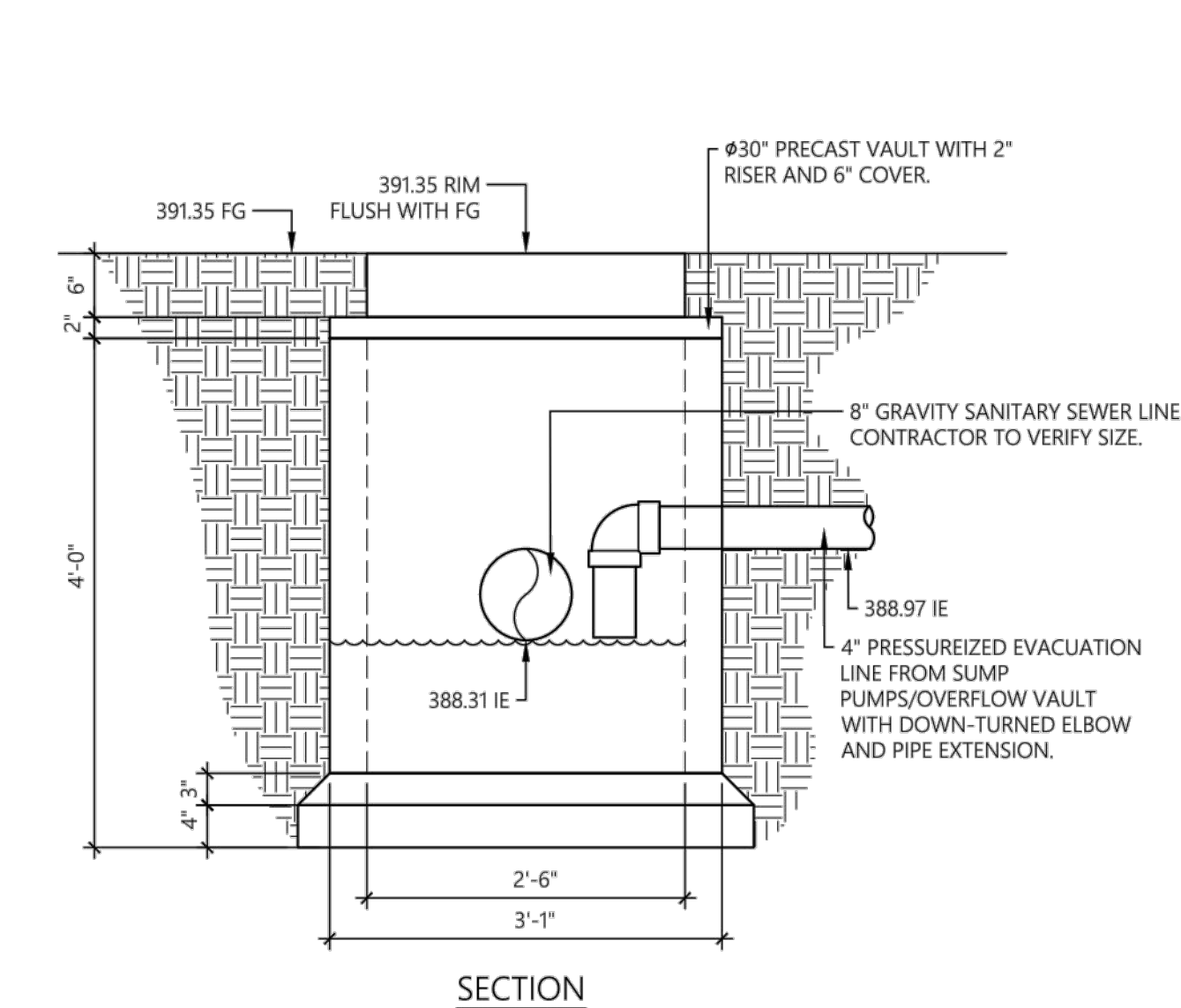
NOTES:
1. HDPE SLOTTED PIPE TO BE PROVIDED BY BALLARD HARDWARE AND SUPPLY, INC. OR APPROVED EQUAL.

- 1 HDPE SLOTTED PIPE, PIPE SIZE PER PLANS.
- 2 PVC FITTINGS
- 3 STAINLESS STEEL BOLTS TO CONNECT FITTINGS TO PIPE

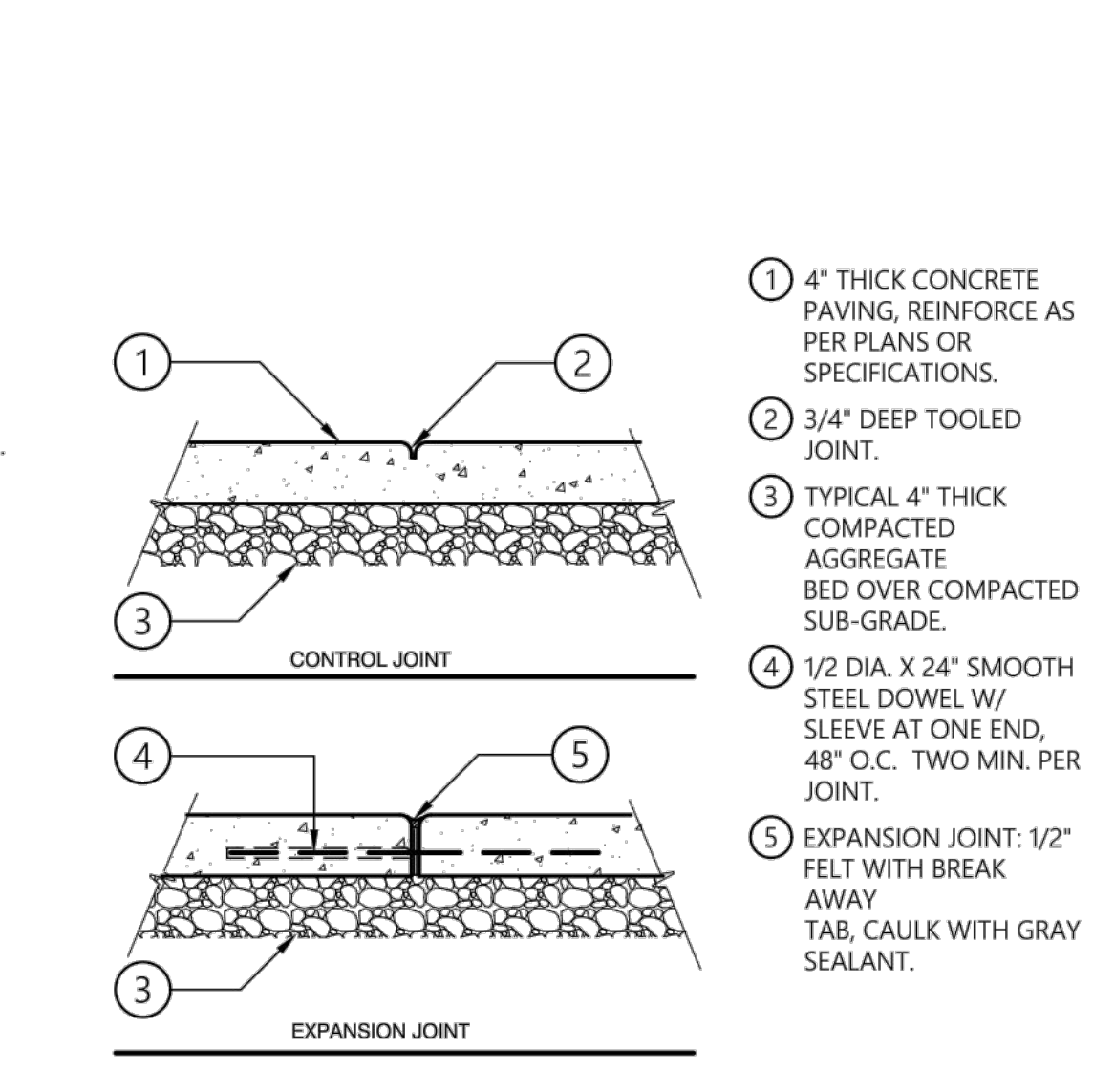
NOTES:
1. IE PROVIDED FOR REFERENCE ONLY. CONTRACTOR TO DETERMINE EXACT IE BASED ON SITE CONDITIONS.
2. EVERY PIPE PENETRATION TO BE LINKSEALED AND CORED ON SITE.



2 LINKSEAL DETAIL
NTS



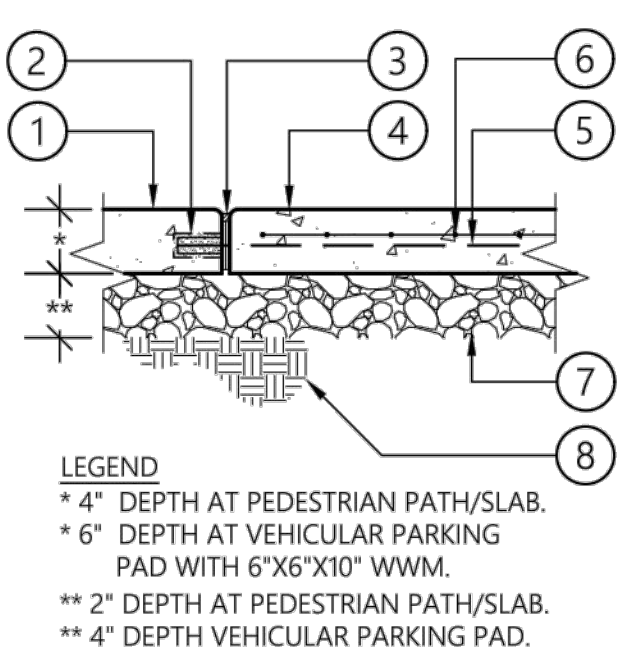
3 PIPE TRENCHING
1/2" = 1'-0"



4 SLOTTED HDPE PIPE DETAIL
NTS

NOTE:
ALL CONCRETE MUST MEET THE MINIMUM SPECIFICATIONS AS DEFINED IN WSDOT STANDARD SPECIFICATION SECTION 6-02.3(2)B

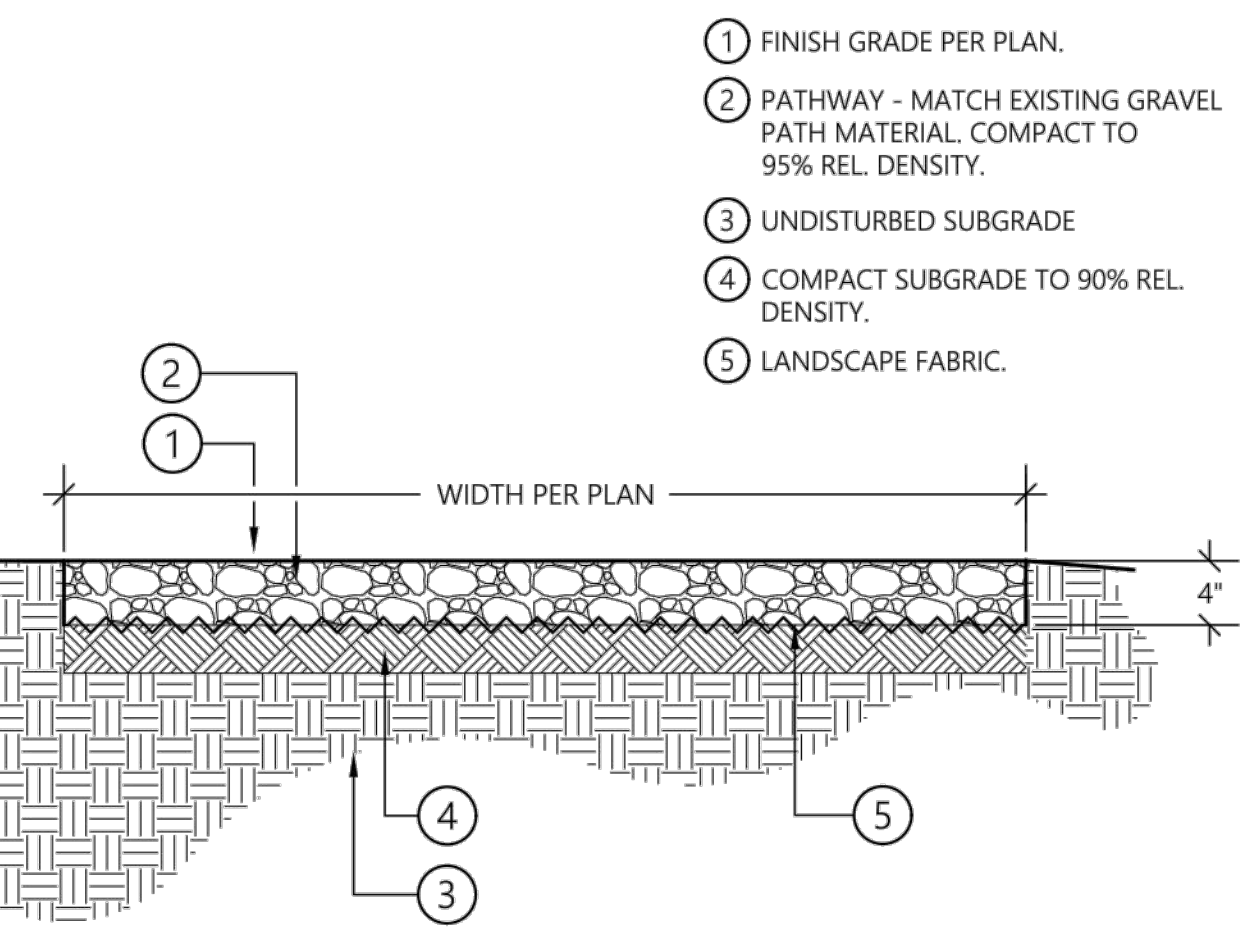
- 1 EXISTING CONCRETE PAVING
- 2 DRILL A 1-1/2" DIA. x 3" HOLE IN THE EXISTING CONCRETE AND IMBED THE SLEEVE WITH HIGH STRENGTH GROUT.
- 3 EXPANSION JOINT: 1/2" FELT WITH BREAK AWAY TAB, CAULK WITH GREY SEALANT.
- 4 NEW CONCRETE PAVING: AIR ENTRAINED 6-SACK COMMERCIAL CONCRETE, MEDIUM BROOM FINISH.
- 5 1/2" DIA X18" SMOOTH STEEL DOWEL W/ SLEEVE AT 48" O.C., TWO MINIMUM PER JOINT.
- 6 6X6X10X10 WWM AT VEHICULAR PARKING PAD ONLY.
- 7 CRUSHED ROCK BASE, COMPACTED TO 95% REL DENSITY - SEE LEGEND FOR DEPTHS.
- 8 COMPACT SUBGRADE TO 95%



7 CONCRETE FLATWORK AT EXIST. PAVING
NTS

LEGEND
* 4" DEPTH AT PEDESTRIAN PATH/SLAB.
* 6" DEPTH AT VEHICULAR PARKING PAD WITH 6"X6"X10" WWM.
** 2" DEPTH AT PEDESTRIAN PATH/SLAB.
** 4" DEPTH VEHICULAR PARKING PAD.

5 FORCE MAIN-TO-GRAVITY MANHOLE
3/4" = 1'-0"



8 GRAVEL PATHWAY
NTS

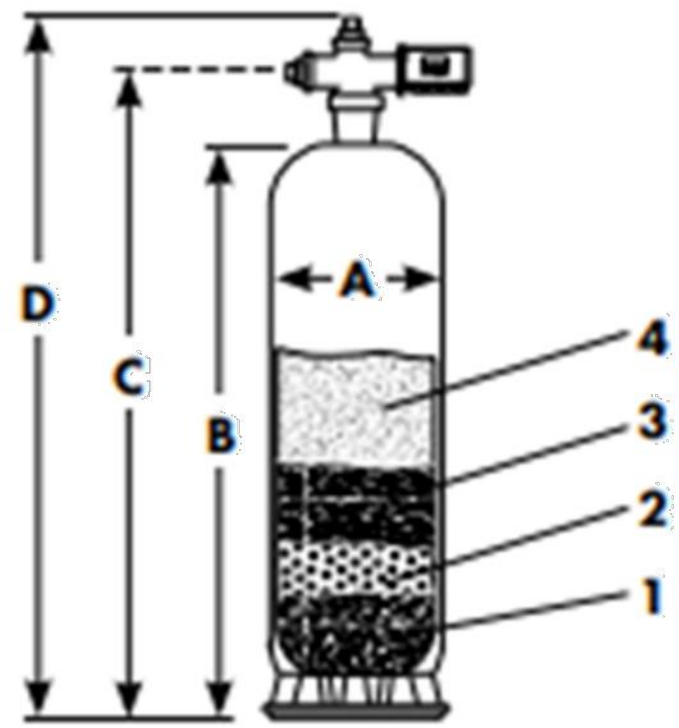
6 CONCRETE FLATWORK WITH JOINTS
1" = 1'-0"

BY		REVISION		NO.	DATE	DESIGNED: LHO	CHECKED: XXX	APPROVED: XXX
						DRAWN: NEM		
						SHEET L4.1		
						9 of XX		
MCCORMICK VILLAGE SPLASH PAD 3201 SW OLD CLIFTON ROAD PORT ORCHARD, WA 98367								
DETAILS								
						PROJECT: 21-3022-0200 DATE: JANUARY 2022		

NORTHSTAR WATER FILTER MODEL

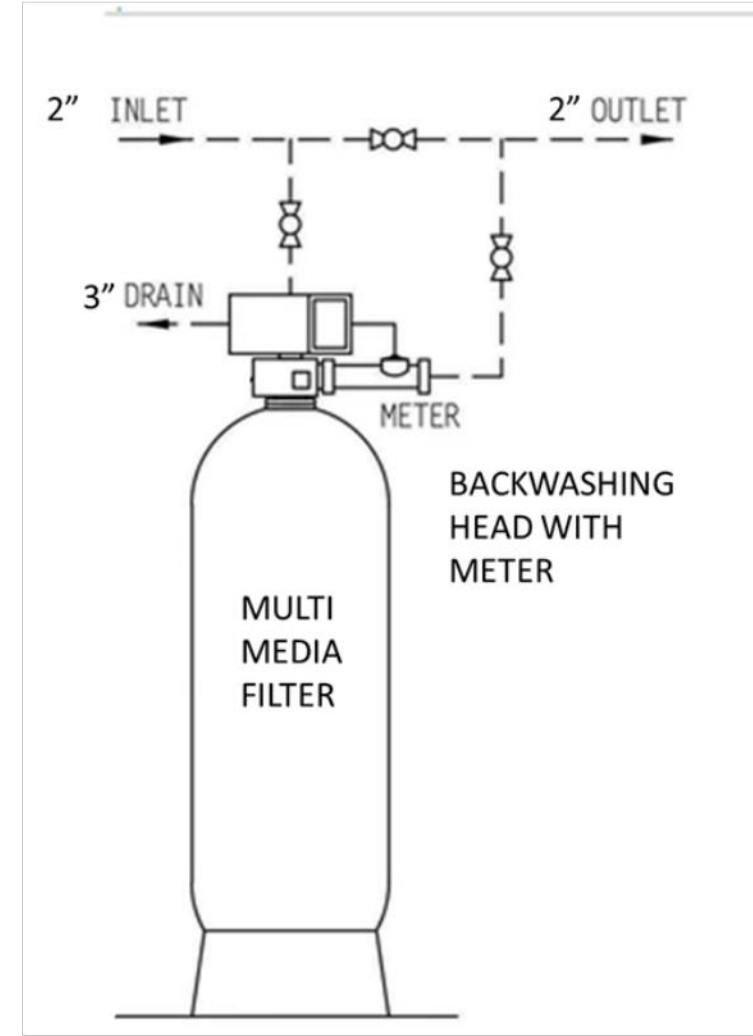
MULTI-MEDIA FILTERS						1	2	3	4
Model Number	Optimum Flow Rate	Peak Flow Rate	Tank Size	Pipe Size	Backwash Flow Rate	Washed Quartz	Garnet Media	Filter Sand Media	Anthracite Media
PA302MS	50 gpm	100 gpm	30" x 72"	2"	70 gpm	250#/2.5 cu. ft.	200#/1.6 cu. ft.	350#/3.5 cu. ft.	520#/10 cu. ft.

A	B	C	D
30"	72"	88"	93.5"



FILTER DIMENSIONS AND MEDIA

DETAIL 1



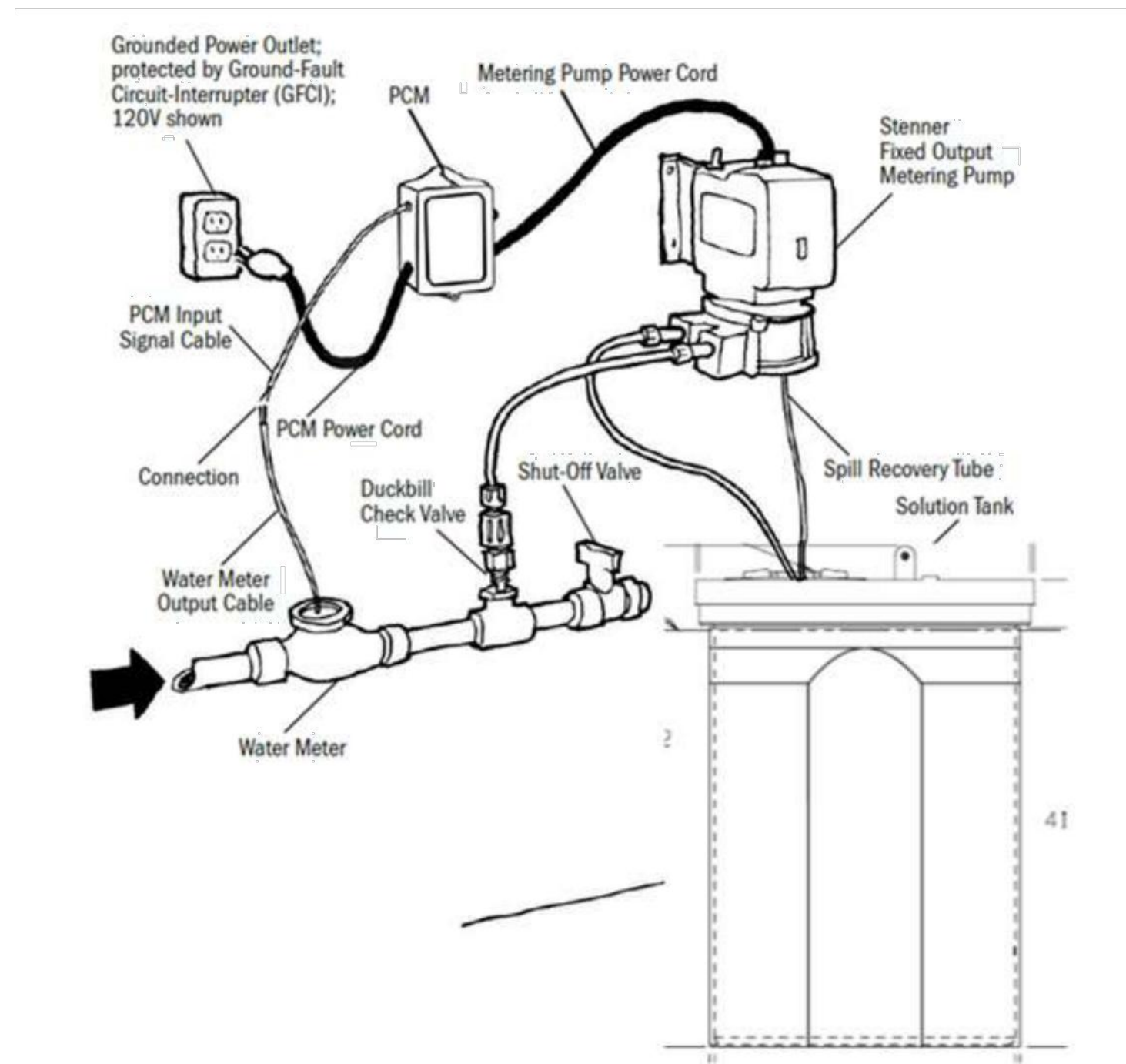
FILTER PIPING INSTALLATION

DETAIL 2

	Chlorine	Peracetic Acid
Injector Model	Plantpro PVC 1/2"	Plantpro PVC 1/2"
Chemical Feed Pump Model	Stenner 85MPH5	Stenner 85MPH5
Chemical Pump Capacity, gpd	5	5
Chemical Pump Max Pressure, psi	100	100
Backpressure Valve Model, set at 75 psi	Grifco BPV Standard Body 1/2"	Grifco BPV Standard Body 1/2"
Pressure relief valve Model, set at 120 psi	Grifco PRV Standard Body, 1/2"	Grifco PRV Standard Body, 1/2"
Calibration Column Model	Koflo 100mL, 1/2"	Koflo 100mL, 1/2"
Flow Meter Model	Carlson 2" Meter with Electric Contact C200EC	Carlson 2" Meter with Electric Contact C200EC
Pump Control Model	Stenner PCM	Stenner PCM
Tubing type	120 psi LDPE	120 psi LDPE
Tubing size	1/4" ID	1/4" ID
Storage Tank Model	Snyder 120 Gallon Tank	Snyder 120 Gallon Tank

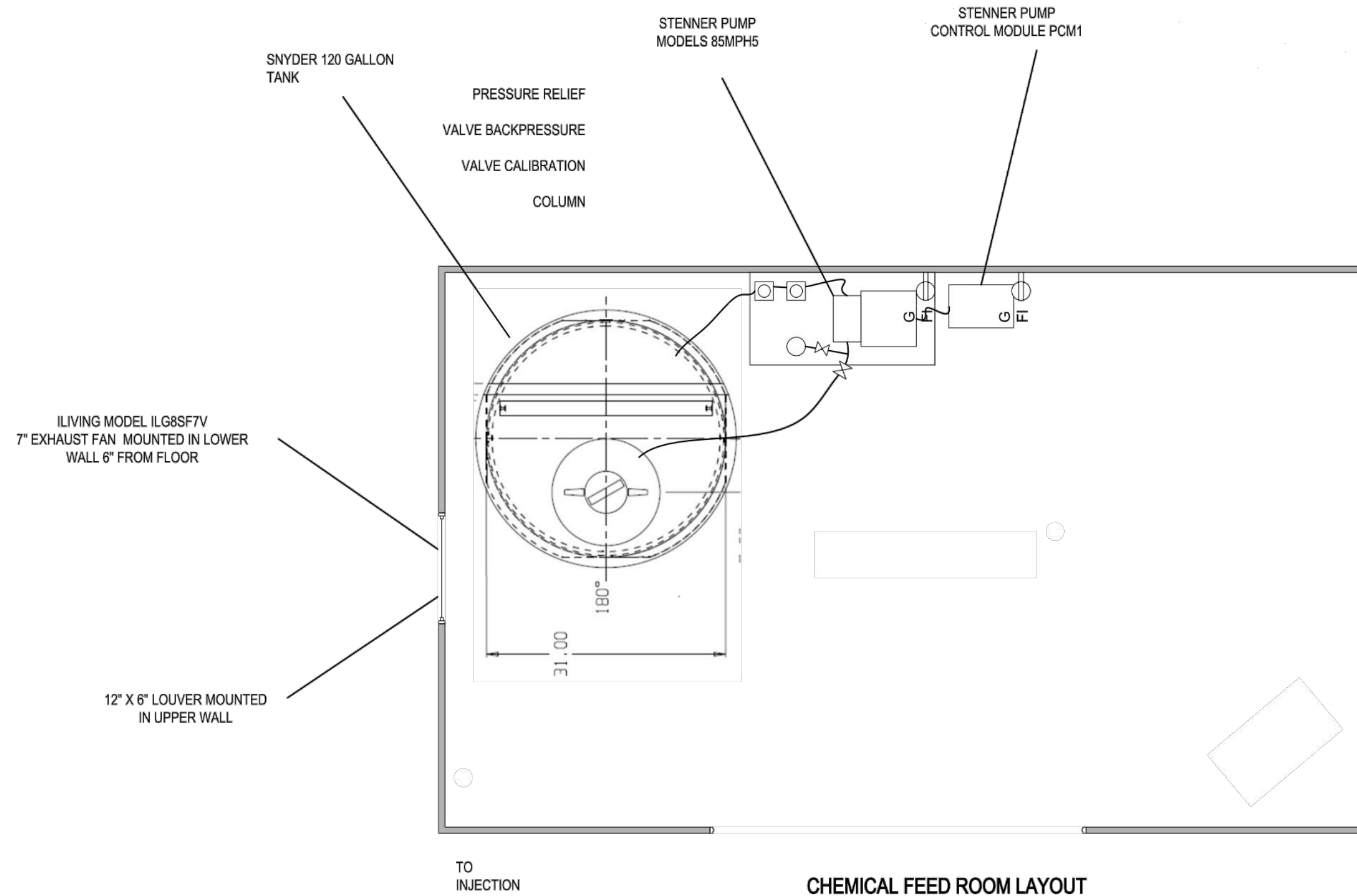
CHEMICAL FEED EQUIPMENT

DETAIL 3



CHEMICAL FEED CONTROL SCHEMATIC

DETAIL 4



CHEMICAL FEED ROOM LAYOUT

DETAIL 5

NO.	DATE	REVISION

DESIGNED: LHO
DRAWN: NEM
CHECKED: XXX
APPROVED: XXX

SCALE: VERT. AS SHOWN
HORIZAS SHOWN

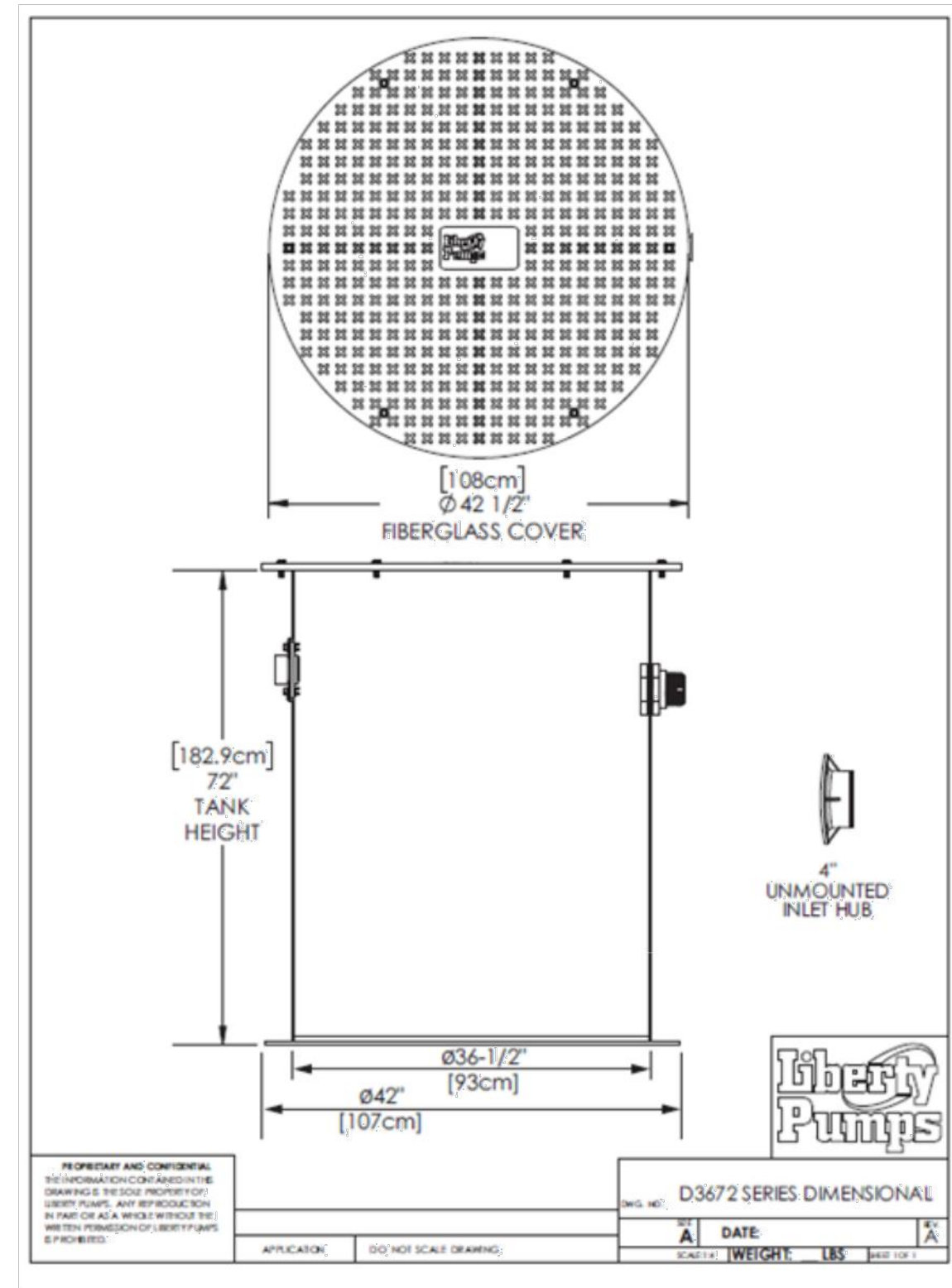
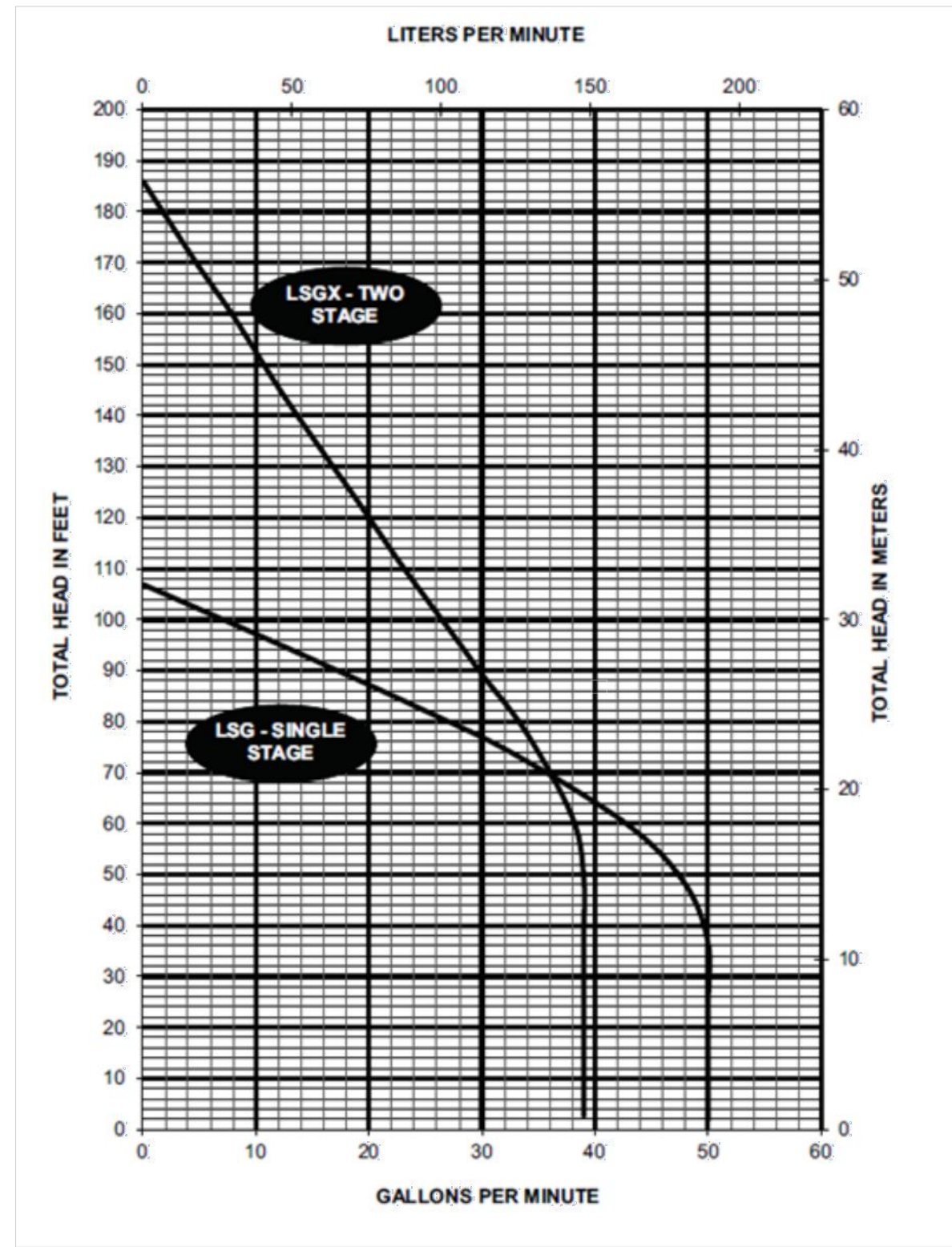
NOTICE
IF THIS BAR DOES NOT MEASURE 1", THEN DRAWING IS NOT TO SCALE

MCCORMICK VILLAGE SPLASH PAD
3201 SW OLD CLIFTON ROAD
PORT ORCHARD, WA 98367

WATER TREATMENT DETAILS

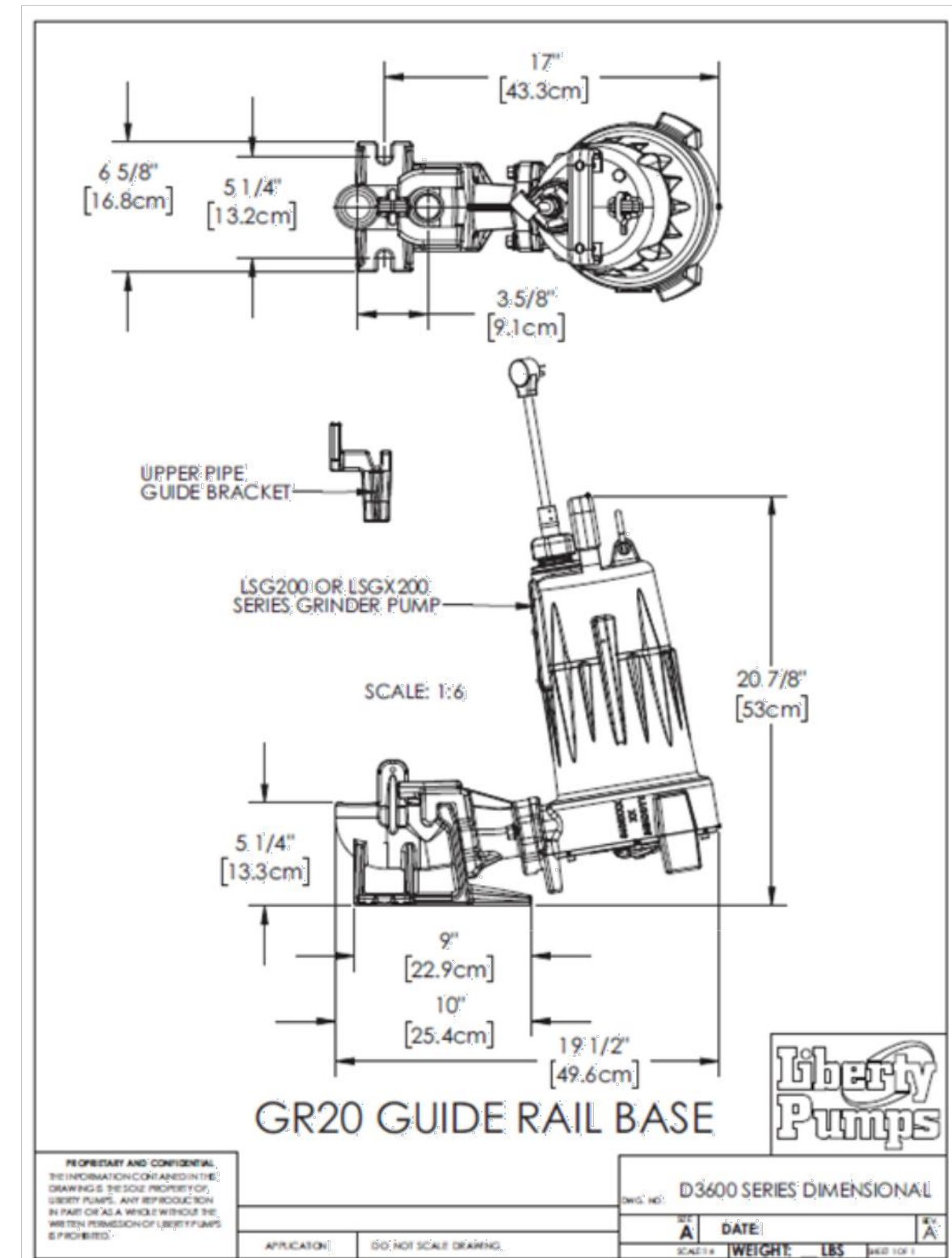
PROJECT: 21-3022-0200 DATE: JANUARY 2022

BY: SHEET L4.3 11 of XX



D3672LSG/LSGX-Series Technical Data

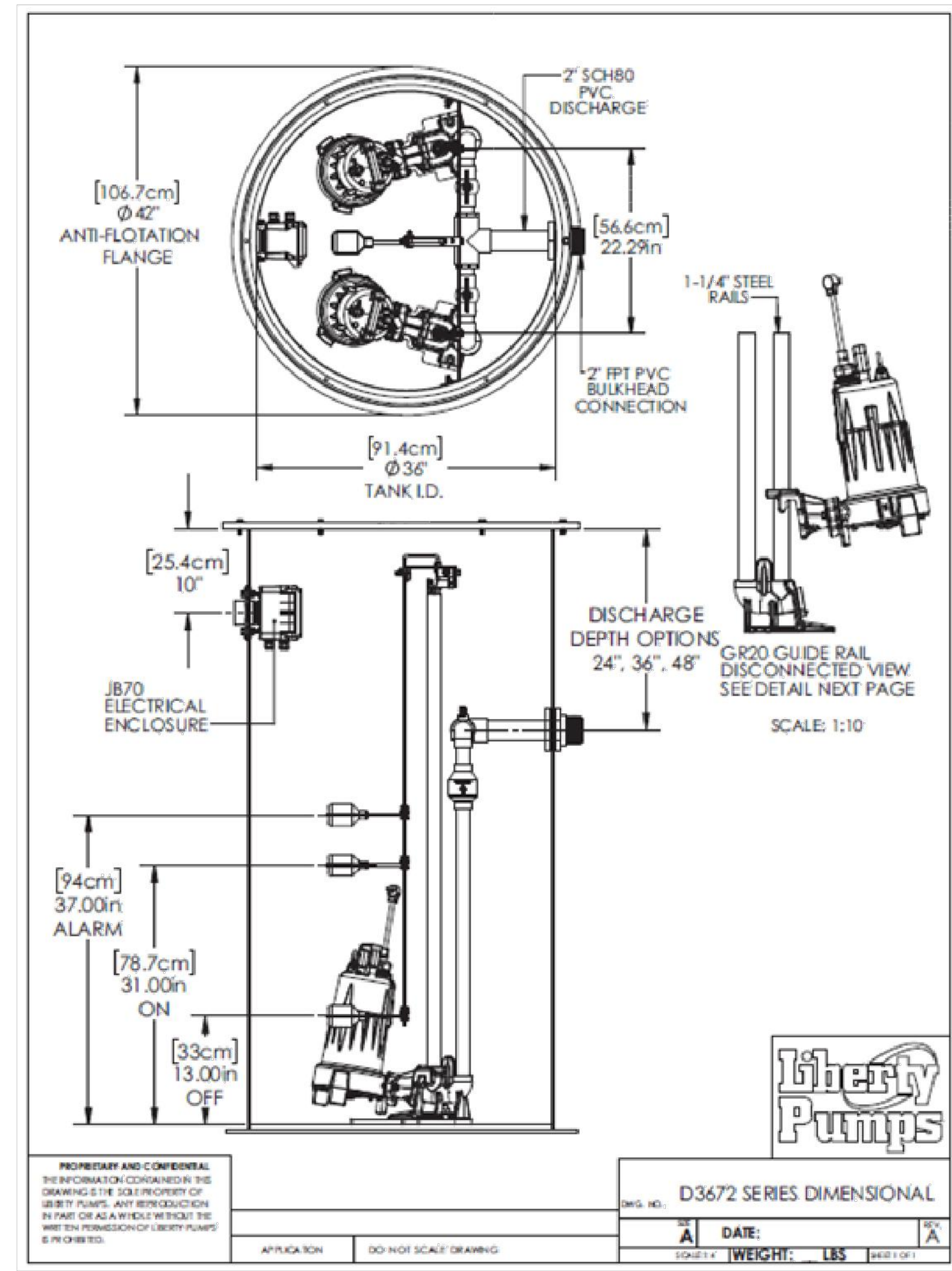
TANK	WOUND FIBERGLASS WITH ANTI-FLOTATION FLANGE STANDARD - FIBERGLASS COVER OPTIONAL - STEEL COVER
CAPACITY	317 GALLON TOTAL BASIN VOLUME (PUMP CYCLE = 88 GALLONS)
GUIDE RAIL	STANDARD - SCHEDULE 40 GALVANIZED OPTIONAL - SCHEDULE 40 STAINLESS STEEL
GUIDE RAIL BASE / DISCONNECT (GR20)	CAST IRON
INLET HUB	4" WITH FLANGE GASKET AND PIPE SEAL
DISCHARGE PIPING	SCHEDULE 80 PVC
CONTROL PANEL	NEMA 4X DUPLEX OUTDOOR ALTERNATING PANEL WITH AUDIBLE (80 dB) AND VISUAL HIGH WATER ALARM
IMPELLER	300 SERIES STAINLESS STEEL
PAINT	POWDER COAT
MAX LIQUID TEMP	60°C (140°F)
MAX STATOR TEMP (1-PHASE)	LSG202 - 105°C / 221°F LSG202-C AND LSGX MODELS - 135°C / 275°F
THERMAL OVERLOAD (1-PHASE)	LSG202 - 105°C / 221°F LSG202-C AND LSGX MODELS - 135°C / 275°F
POWER CORD TYPE	S/OOW (1-phase) S/OOW (3-phase) S/OOW (external capacitor models)
MOTOR HOUSING	CLASS 25 CAST IRON
VOLUTE	CLASS 25 CAST IRON
SHAFT	300 SERIES STAINLESS STEEL
HARDWARE	STAINLESS
O-RINGS	BUNA-N
MECHANICAL SEAL	UNITIZED SILICON CARBIDE
MIN BEARING LIFE	50,000 HRS
WEIGHT	526 LBS / 239 KG



D3672LSG/LSGX-Series Electrical Data

MODEL ¹	HP	VOLTAGE	PHASE	SF	FULL LOAD AMPS ²	LOCKED ROTOR AMPS ²	THERMAL OVERLOAD TEMP	STATOR WINDING CLASS	CORD LENGTH [FT]	PUMP DISCHARGE	STANDARD CONTROL PANEL ³
D3672LSG202	2	208/230	1	1.0	15	53	105°C / 221°F	B	25	1-1/4" NPT	AE24H=3
D3672LSG202-C	2	208/230	1	1.0	15	53	135°C / 275°F	B	35	1-1/4" NPT	AE24HC=3
D3672LSG203	2	208/230	3	1.0	10.6	61	N/A	B	25	1-1/4" NPT	AE34=3-511
D3672LSG204	2	440-480	3	1.0	5.3	31	N/A	B	25	1-1/4" NPT	AE34=3-171
D3672LSG205	2	575	3	1.0	4.9	31	N/A	B	25	1-1/4" NPT	AE54=3-161
D3672LSGX202	2	208-230	1	1.0	15	53	135°C / 275°F	B	25	1-1/4" NPT	AE24H=3
D3672LSGX202-C	2	208-230	1	1.0	15	53	135°C / 275°F	B	35	1-1/4" NPT	AE24HC=3
D3672LSGX203	2	208/230	3	1.0	10.6	61	N/A	B	25	1-1/4" NPT	AE34=3-511
D3672LSGX204	2	440-480	3	1.0	5.3	31	N/A	B	25	1-1/4" NPT	AE34=3-171
D3672LSGX205	2	575	3	1.0	4.9	31	N/A	B	25	1-1/4" NPT	AE54=3-161

¹ Add -IP to the model number for IP-Series™ panel upgrade.
² Amperage values are for each pump.
³ Electrical service shall be sized to support all pumps running simultaneously.



BY		DESIGNED: LHO	SHEET	L4.4
NO.		DRAWN: NEM	CHECKED: XXX	12 of XX
DATE		APPROVED: XXX		
REVISION				
VERT. AS SHOWN				
HORIZAS SHOWN				
SCALE				
NOTICE				
<p>IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE</p>				
<p>MCCORMICK VILLAGE SPLASH PAD 3201 SW OLD CLIFTON ROAD PORT ORCHARD, WA 98367</p>				
<p>GRINDER PUMP DETAILS</p>				
PROJECT:	21-3022-0200	DATE:	JANUARY 2022	

STATEMENT OF SPECIAL INSPECTIONS & STRUCTURAL OBSERVATIONS

NOTES

- A. SPECIAL INSPECTIONS SHALL BE COMPLETED BY AN APPROVED INDEPENDENT AGENCY EMPLOYED BY THE OWNER. THE STRUCTURAL OBSERVATIONS SHALL BE COMPLETED BY THE ENGINEER OF RECORD (EOR) OR A REGISTERED DESIGN PROFESSIONAL AS OUTLINED BELOW.
- B. THE CONTRACTOR SHALL PROVIDE ACCESS TO THE SITE & MANLIFTS &/OR SAFETY EQUIPMENT REQUIRED FOR ACCESS TO THE PARTICULAR INSPECTION LOCATION. THE CONTRACTOR SHALL PROVIDE SUFFICIENT NOTICE IN ADVANCE FOR THE INSPECTIONS AND OBSERVATIONS TO BE COMPLETED.
- C. SPECIAL INSPECTORS SHALL BE COMPLETED TO SECTION 1705 OF THE 2018 INTERNATIONAL BUILDING CODE.
- D. SPECIAL INSPECTORS SHALL SUBMIT A STATEMENT OF THEIR ACCREDITATION TO THE ARCHITECT AND THE BUILDING OFFICIAL.
- E. THE APPROVED SPECIAL INSPECTORS AND STRUCTURAL OBSERVERS SHALL COMPLETE A STATEMENT OF SPECIAL INSPECTORS FOR THEIR SCOPE OF WORK.
- F. PRIOR TO COMMENCEMENT OF THE CONSTRUCTION A MEETING WITH THE BUILDING OFFICIAL, OWNER, ARCHITECT, EOR, CONTRACTOR AND SPECIAL INSPECTOR AGENCY(IES) SHALL BE COMPLETED TO REVIEW THE SCOPE AND THE STATEMENT(S) OF SPECIAL INSPECTIONS.
- G. SPECIAL INSPECTOR DUTIES
 - 1. OBSERVE AND OR TEST THE WORK FOR COMPLIANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS.
 - 2. NOTIFY THE CONTRACTOR OF ALL DISCREPANCIES AND NOTED IN THE INSPECTION REPORTS
 - 3. INSPECTION AND OBSERVATION REPORTS SHALL BE COMPLETED & SUBMITTED TO THE BUILDING OFFICIAL, ARCHITECT, ENGINEER AND CONTRACTOR. INSPECTION AGENCY SHALL SUBMIT A REPORT THAT ALL WORK REQUIRING SPECIAL INSPECTIONS WAS INSPECTED AND IS IN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS AND ALL DISCREPANCIES NOTED IN THE INSPECTION REPORTS HAVE BEEN CORRECTED.
- H. SPECIAL INSPECTIONS OF POST INSTALLED ANCHORS SHALL MEET THE REQUIREMENT OF THE APPROVED ICC-ES REPORT FOR THE PRODUCT

TABLE 1 - REQUIRED GEOTECHNICAL INSPECTIONS				
	ITEM	FREQUENCY	BY	NOTES
1	VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY	PERIODIC	GEOTECHNICAL ENGINEER	
2	VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACH PROPER MATERIAL	PERIODIC	GEOTECHNICAL ENGINEER	
3	PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIAL	PERIODIC	GEOTECHNICAL ENGINEER	
4	VERIFY USE OF PROPER MATERIALS DENSITIES AND LIFT THICKNESS DURING PLACEMENT OPERATIONS AND COMPACTION OF COMPACTED FILL	CONTINUOUS	GEOTECHNICAL ENGINEER	
5	PRIOR TO PLACEMENT OF COMPACTED FILL OBSERVE SUBGRADE AND SITE HAS BEEN PROPERLY PREPARED	PERIODIC	GEOTECHNICAL ENGINEER	

TABLE 2 - REQUIRED VERIFICATION & INSPECTIONS OF CONCRETE CONSTRUCTION				
	ITEM	FREQUENCY	BY	NOTES
1	INSPECTION OF REINFORCING STEEL	PERIODIC	SPECIAL INSPECTOR	
2	VERIFY USE OF REQUIRED MIX DESIGN	PERIODIC	SPECIAL INSPECTOR	
3	AT THE TIME CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS PERFORM SLUMP AND AIR TEST AND DETERMINE THE TEMPERATURE THE CONCRETE		SPECIAL INSPECTOR	
4	A MINIMUM OF (1) STRENGTH TEST SHALL BE COMPLETED. STRENGTH TESTS ARE NOT REQUIRED IF TOTAL QUANTITY OF CONCRETE IS LESS THAN 50 YDS, PROVIDED EVIDENCE OF SATISFACTORY STRENGTH IS PROVIDED TO THE EOR & BUILDING OFFICIAL.		SPECIAL INSPECTOR	
5	INSPECTION OF CONCRETE INSTALLATION	CONTINUOUS	SPECIAL INSPECTOR	
6	INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES	PERIODIC	SPECIAL INSPECTOR	
7	INSPECTION FORMWORK FOR SHAPE, LOCATIONS AND DIMENSIONS	PERIODIC	SPECIAL INSPECTOR	

ON THIS PROJECT THE QUALITY ASSURANCE SHALL BE COMPLETED BY THE SPECIAL INSPECTORS. PERFORM MEANS THESE ITEMS NEED TO BE COMPLETED. OBSERVE MEANS THESE ITEMS NEED TO BE PERFORMED ON A RANDOM BASIS.


1 STATEMENT OF SPECIAL INSPECTIONS

SUBMITTALS

SUBMITTALS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD (EOR) AND FORWARDED TO THE BUILDING OFFICIAL FOR REVIEW PRIOR TO FABRICATION IN ACCORDANCE WITH IBC107.3.4.1. ALLOW 7-14 DAYS FOR REVIEW BY THE EOR.

- A. SUBMIT MIX DESIGNS FOR:
 - a. CAST-IN-PLACE CONCRETE
- B. SUBMIT SHOP DRAWINGS FOR:
 - a. REINFORCING STEEL
- C. SUBMIT SHOP DRAWINGS AND CALCULATIONS, STAMPED BY A REGISTERED PROFESSIONAL ENGINEER LICENSED IN THE STATE OF WASHINGTON, FOR:
 - a. PRE-FABRICATED WOOD TRUSSES
 - b. BIDDER-DESIGN STRUCTURAL ITEMS

2 DEFERRED SUBMITTALS

NO.	DATE	REVISION	BY
DESIGNED:	AMH	DRAWN:	AMH
CHECKED:	TAR	APPROVED:	JC
			SHEET S0.01

SCALE: AS SHOWN

VERT: AS SHOWN

HORIZ: AS SHOWN

NOTICE

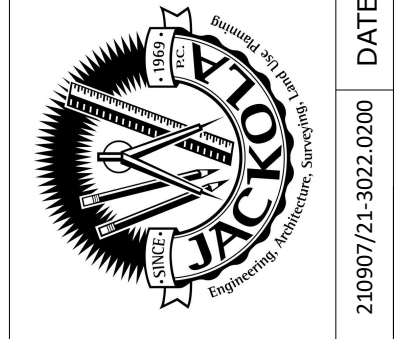
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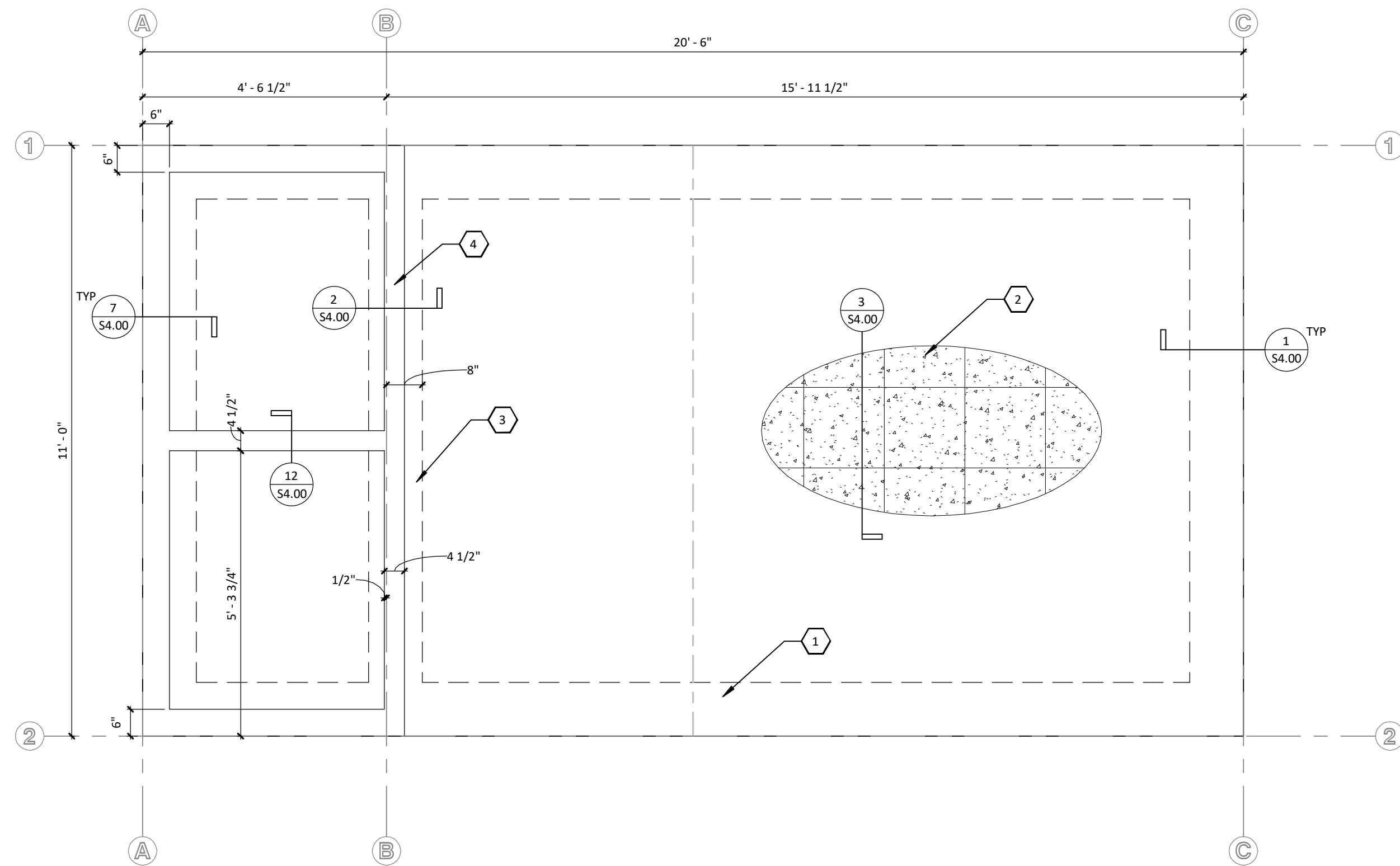
PROJECT NAME: **MCCORMICK VILLAGE SPLASH PAD MECHANICAL BUILDING**
3201 SW OLD CLIFTON ROAD
PORT ORCHARD, WA 98567

SHEET TITLE: **STRUCTURAL NOTES**

PROJECT: 21090721-3022.000

DATE: JANUARY 2022

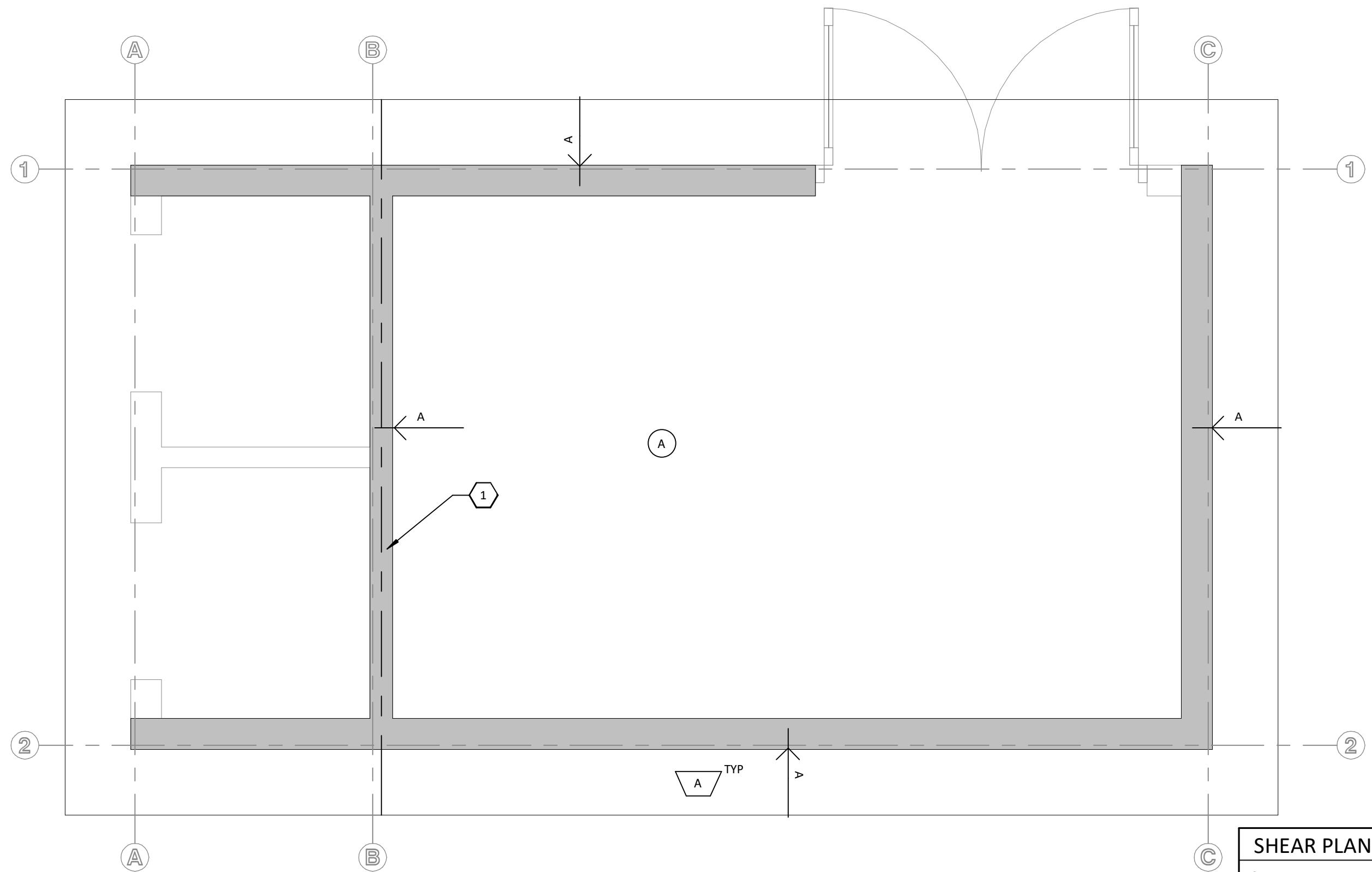




FOUNDATION KEYNOTES	
1	12" THICK X 18" DEEP THICKENED SLAB EDGE
2	6" THICK CONCRETE SLAB W/ #4 BARS @ 18" O.C. E.W.
3	12" THICK X 12" DEEP THICKENED SLAB
4	4" TALL CONCRETE CURB, SEE DETAILS

FOUNDATION LEGEND	
	THICKENED SLAB
	CONTROL JOINT

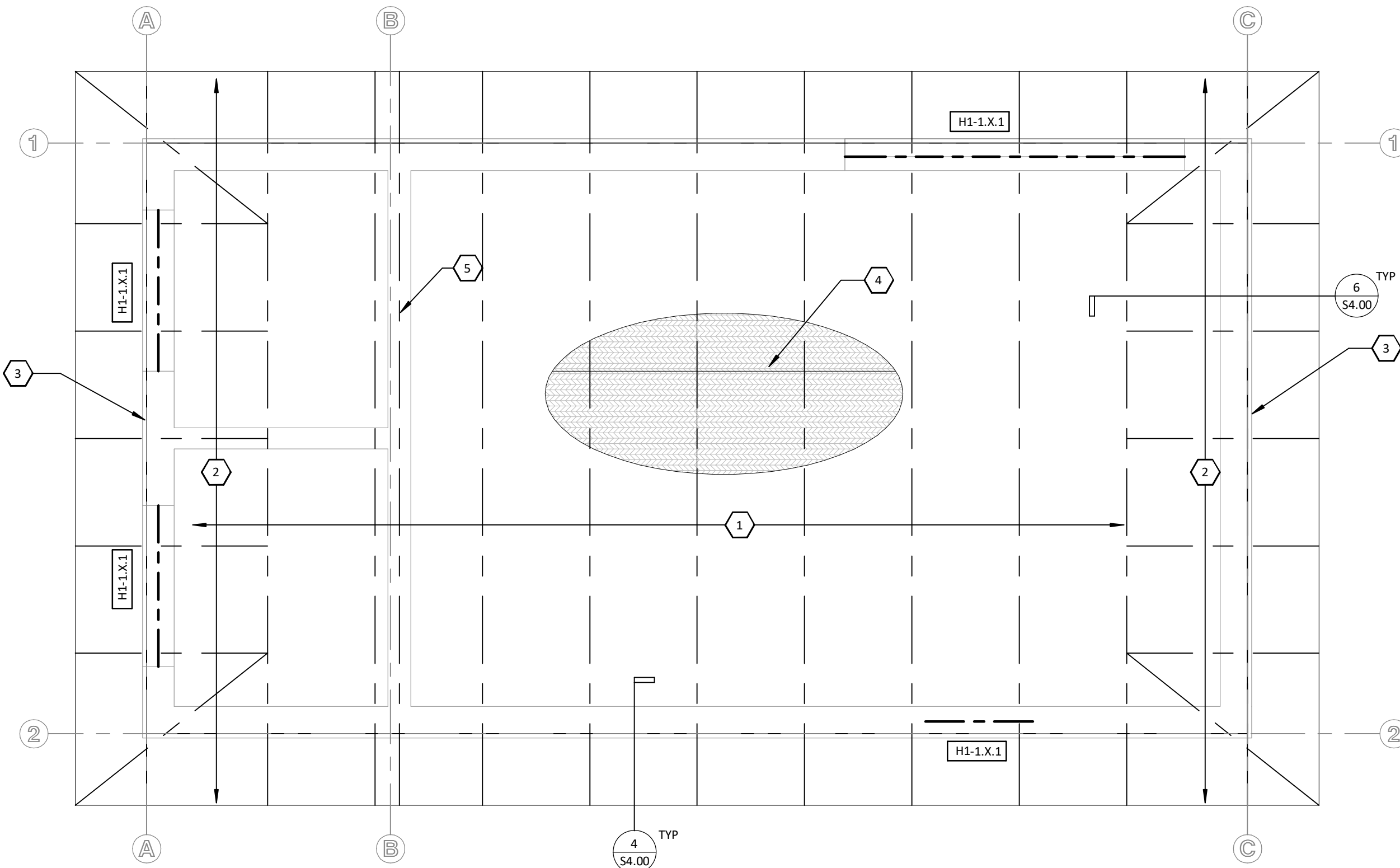
1 FOUNDATION
1/2" = 1'-0"



SHEAR PLAN KEYNOTES	
1	95 PLF DRAG TRUSS ALIGNED W/ SHEAR WALL, ADD TRUSS IF NOT IN LAYOUT, CONNECT PER DETAIL 5/S4.00

SHEAR PLAN LEGEND	
	SHEAR WALL
	DIAPHRAGM TAG, SEE DET. 1/S4.01
	TOP PLATE CONN. TAG, SEE DET. 2/S4.01
	SHEAR WALL TAG, SEE DET. 1/S4.01

3 SHEAR PLAN
1/2" = 1'-0"



ROOF FRAMING LEGEND	
	JOIST
	BEAM/HEADER
	SHEATHING

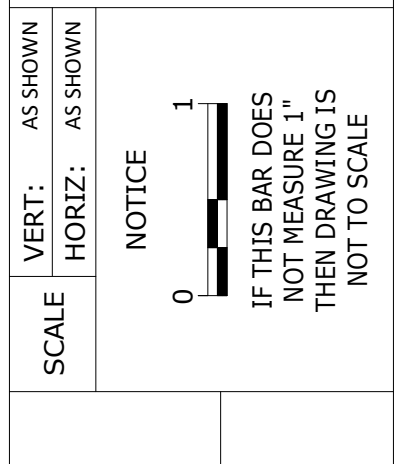
ROOF FRAMING KEYNOTES	
1	PRE-MANUFACTURED ROOF TRUSSES @ 24" O.C.
2	2X4 OUTLOOKERS @ 24" O.C., SEE DETAILS
3	DROP-CHORD END TRUSS
4	SHTG PER SHEAR PLAN
5	DRAG TRUSS, SEE SHEAR PLAN

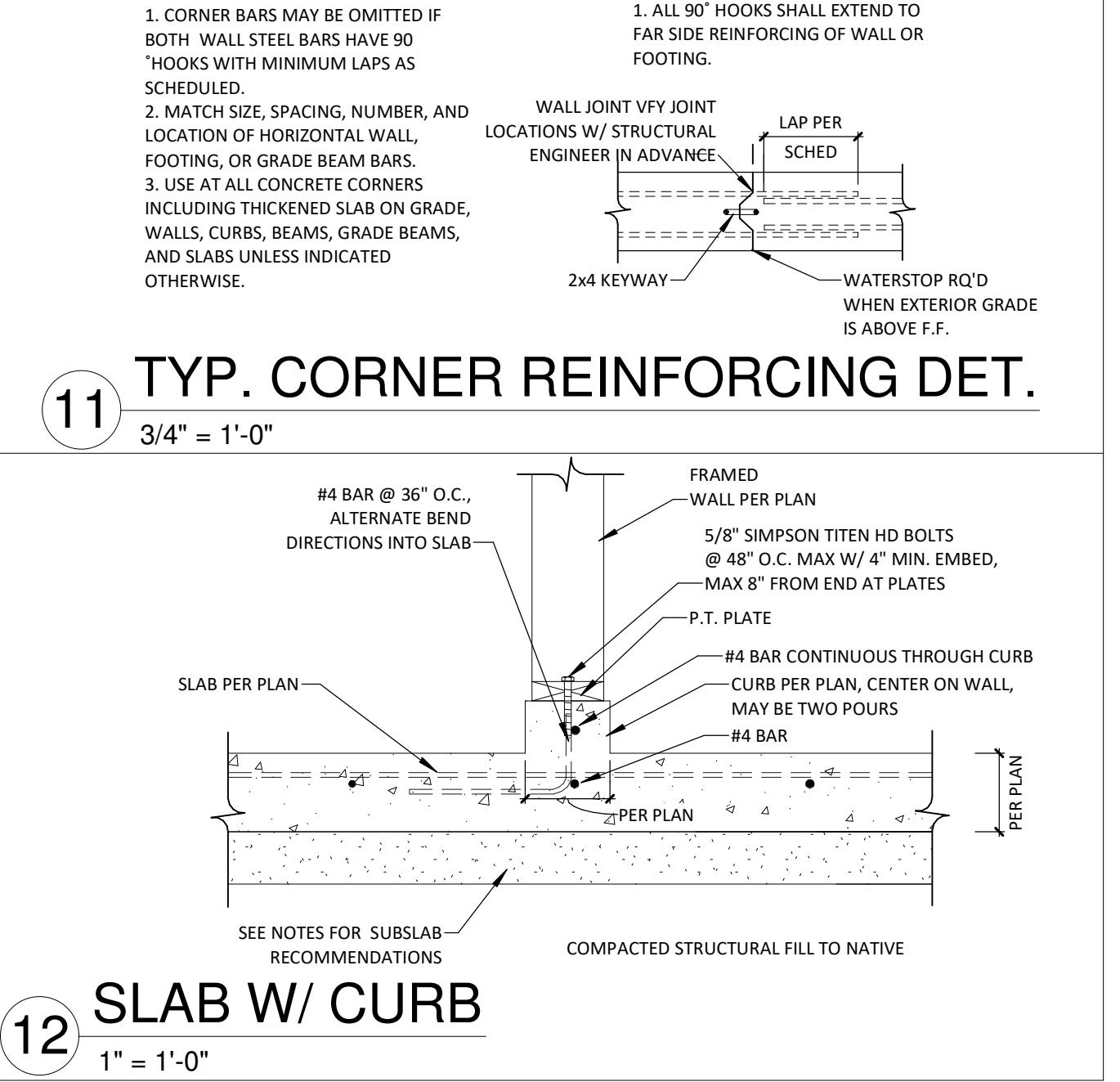
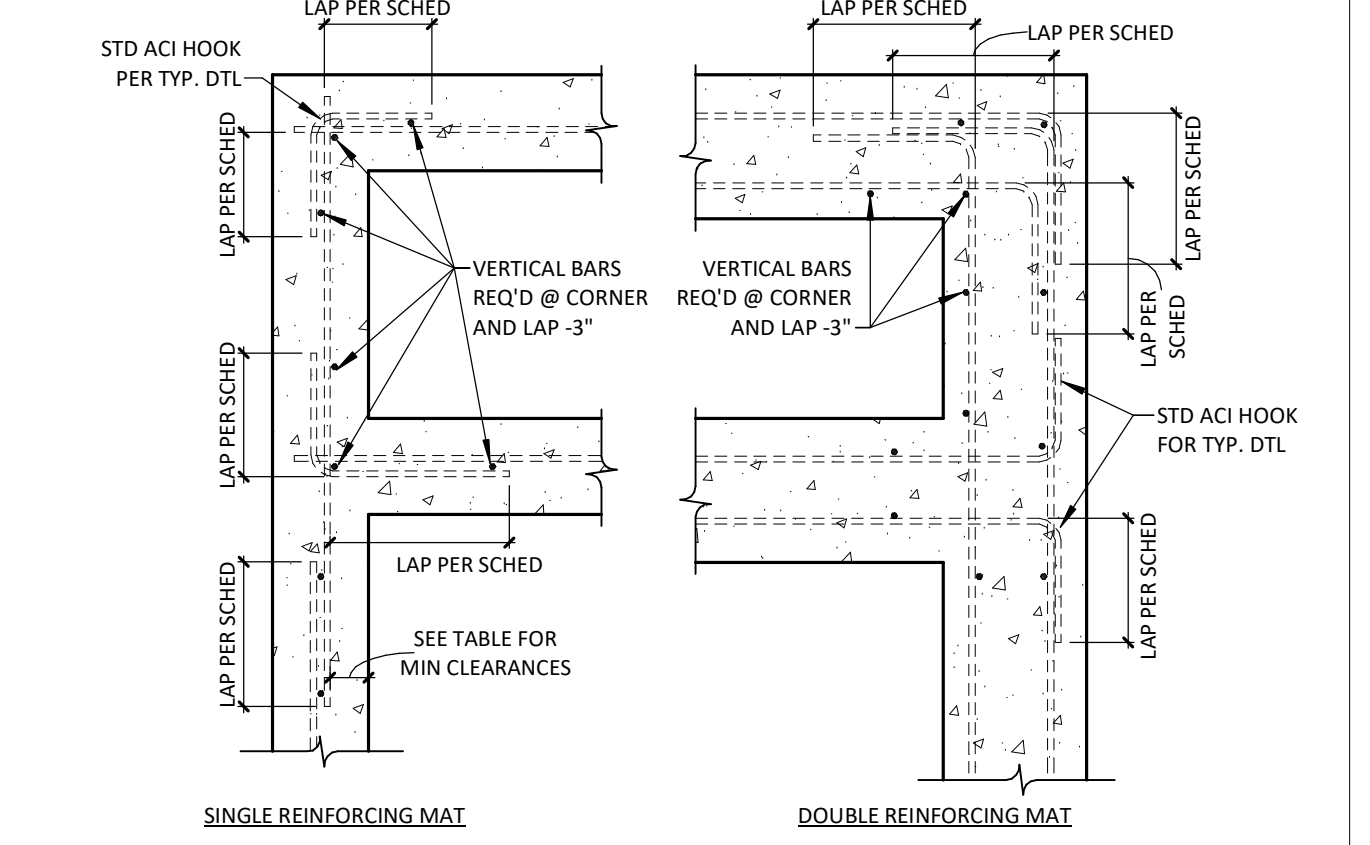
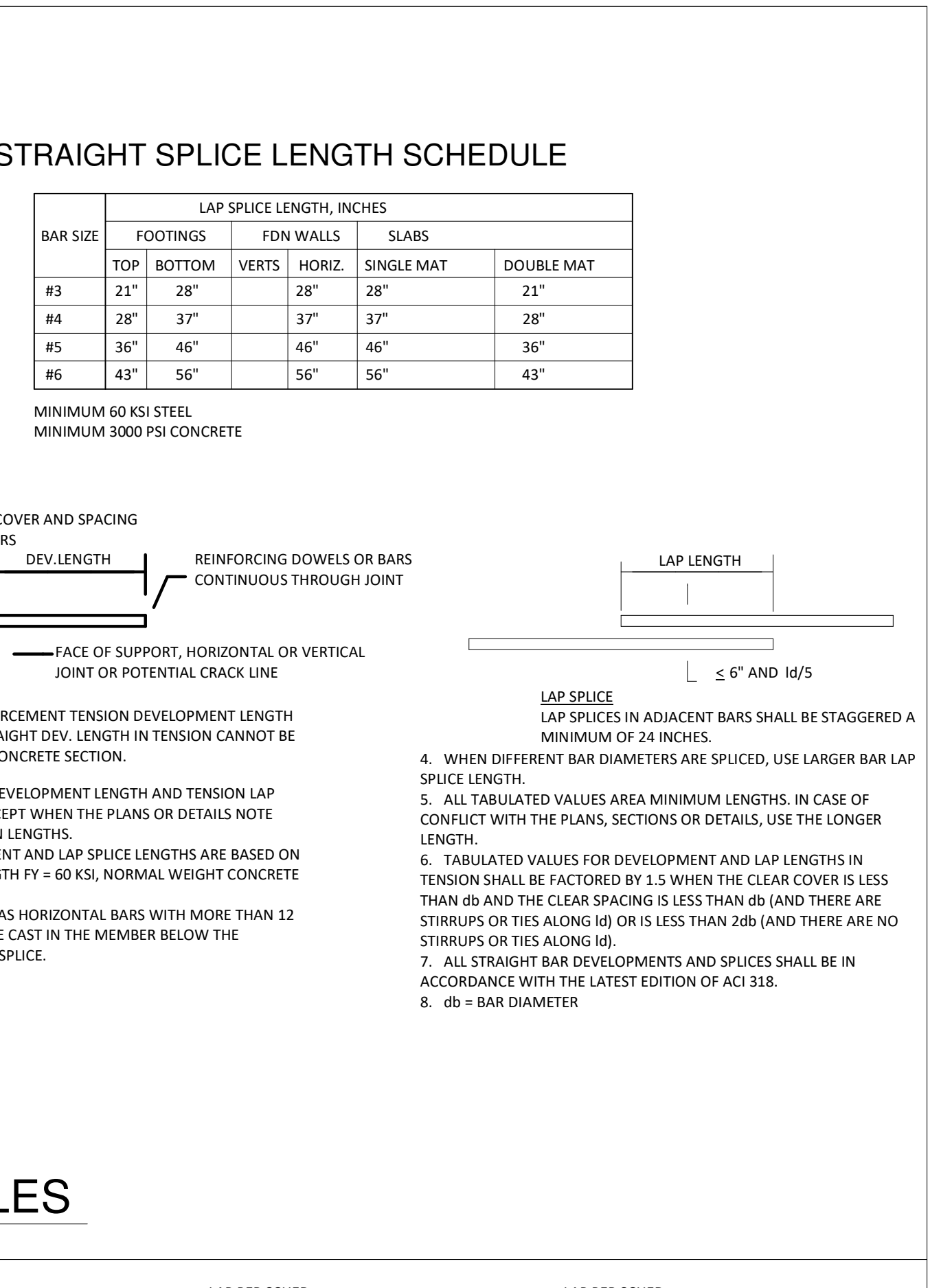
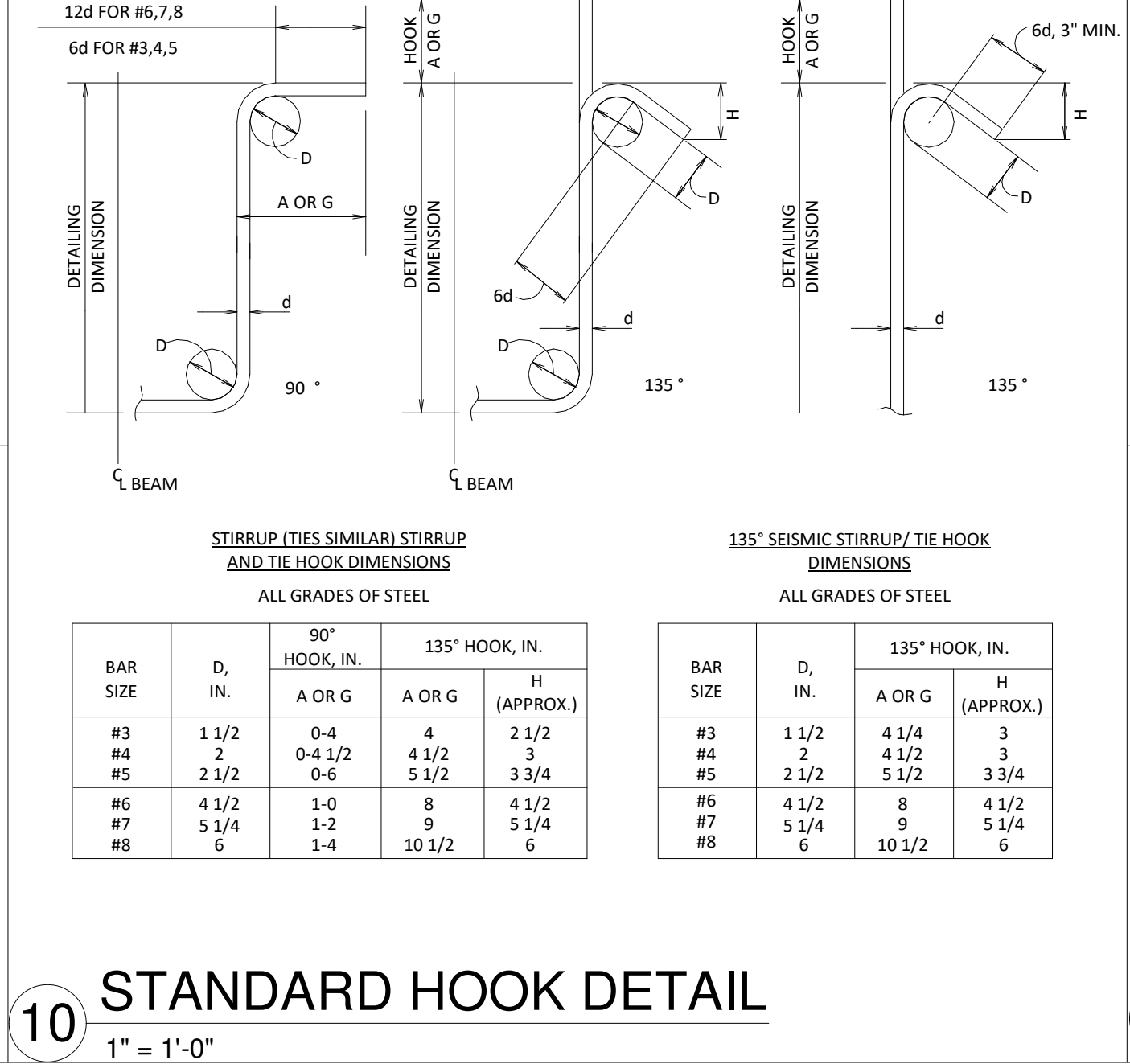
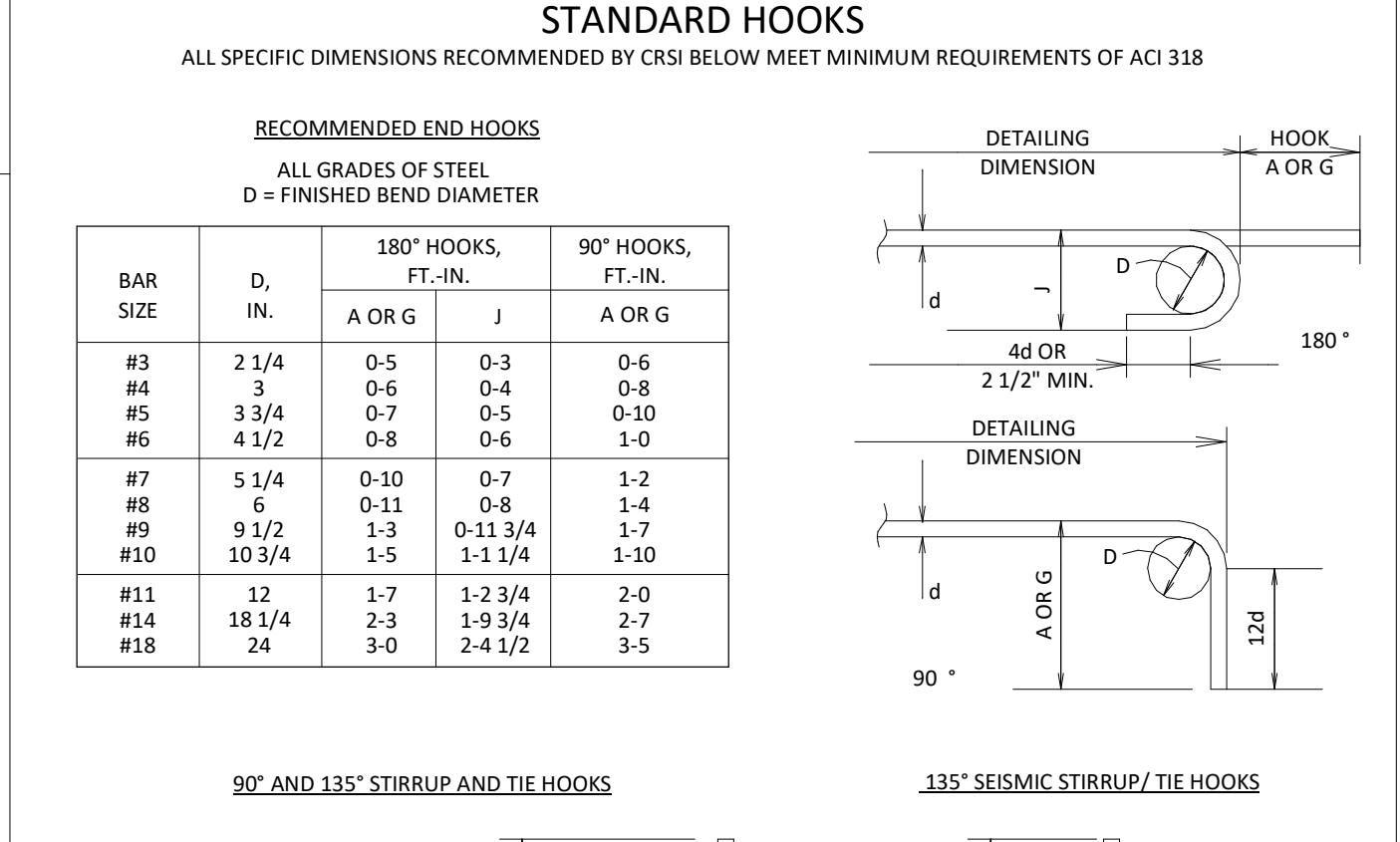
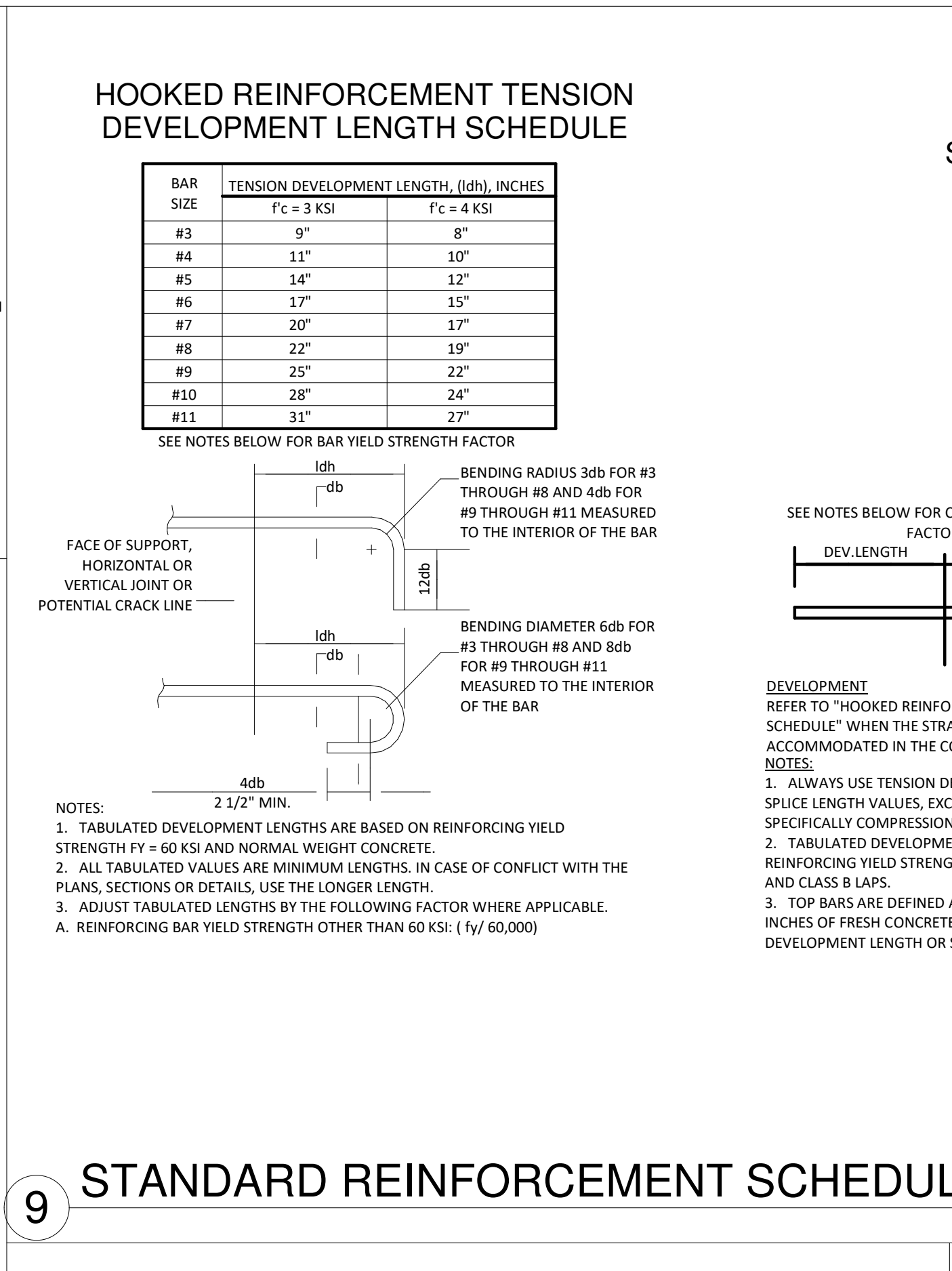
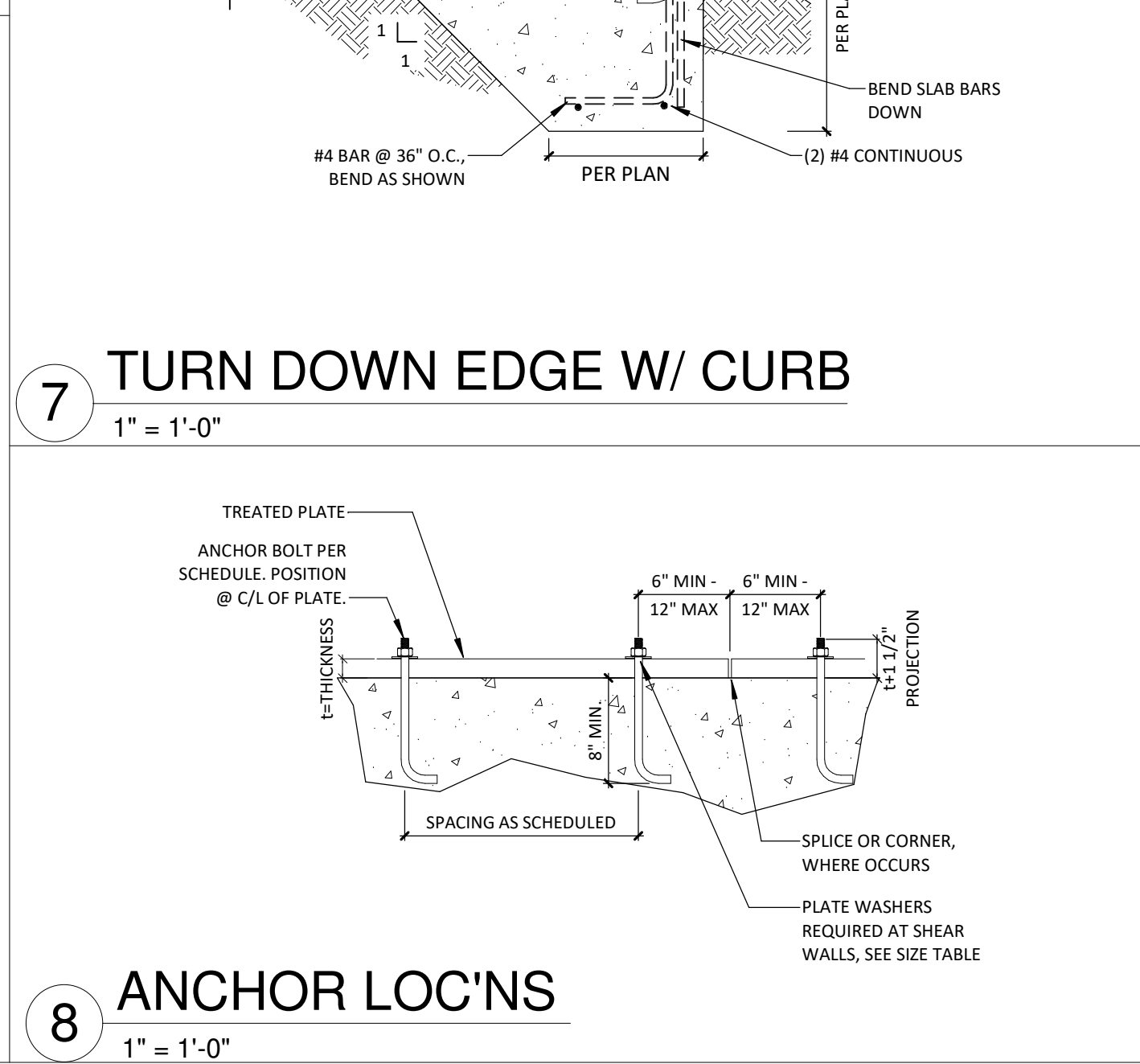
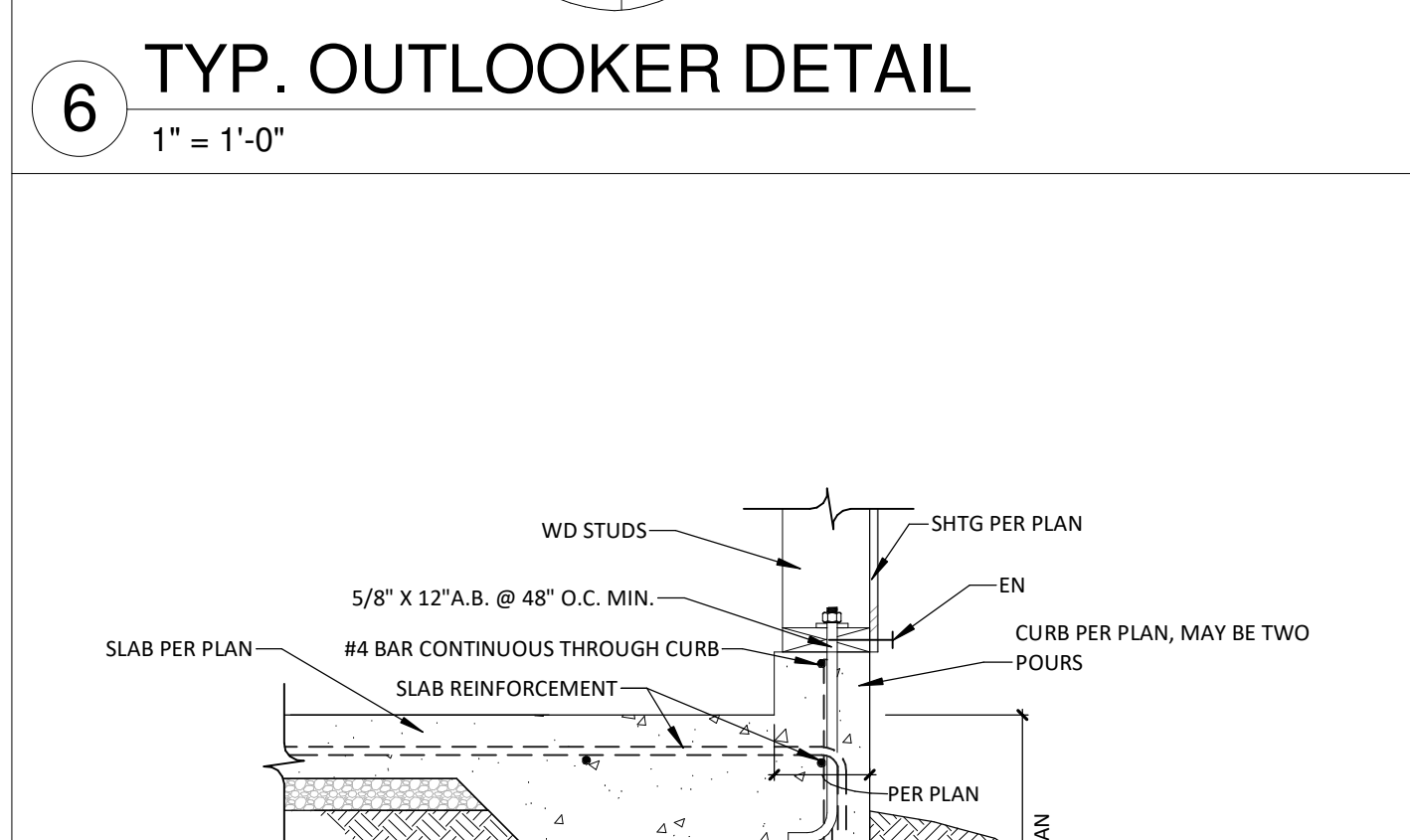
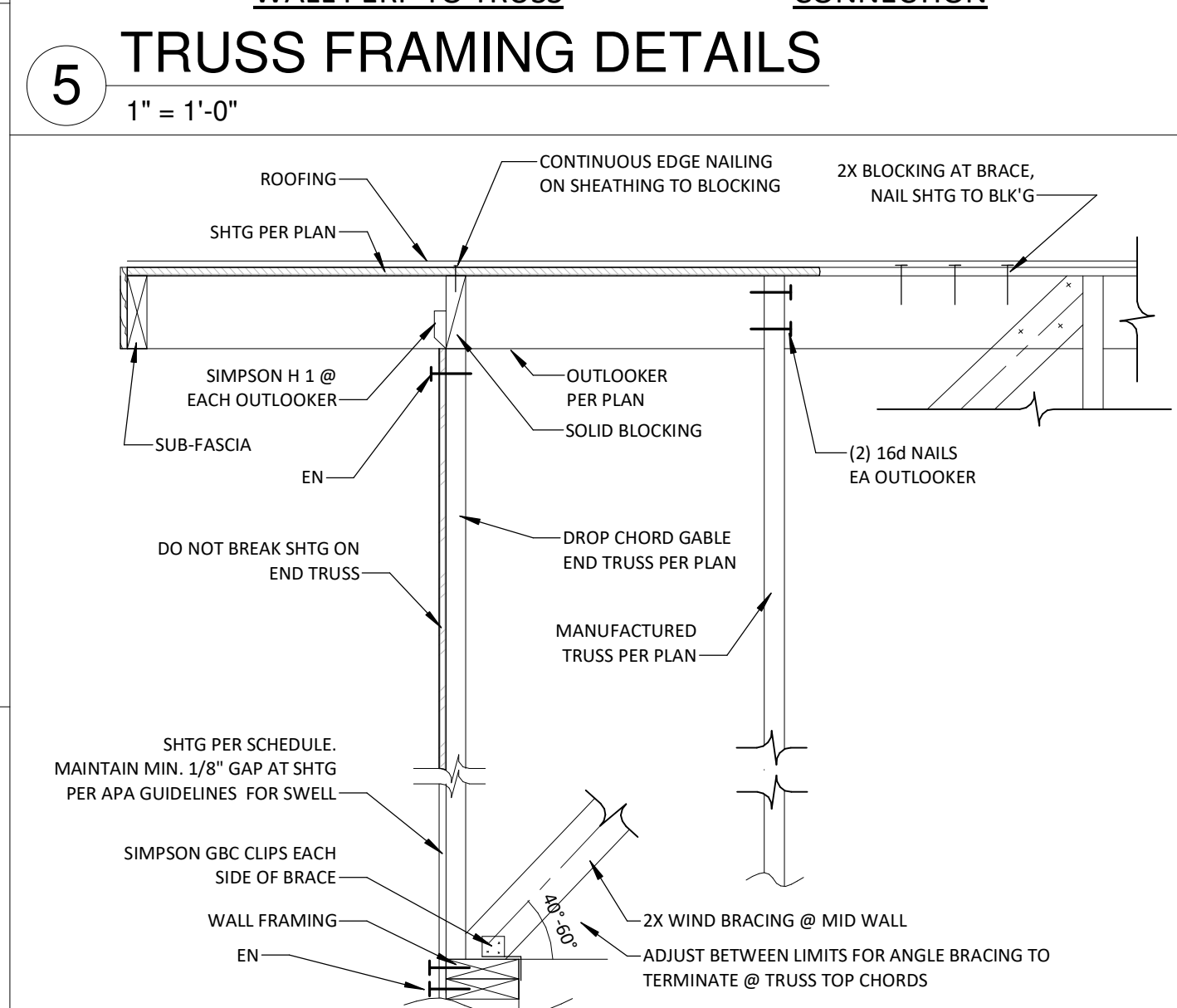
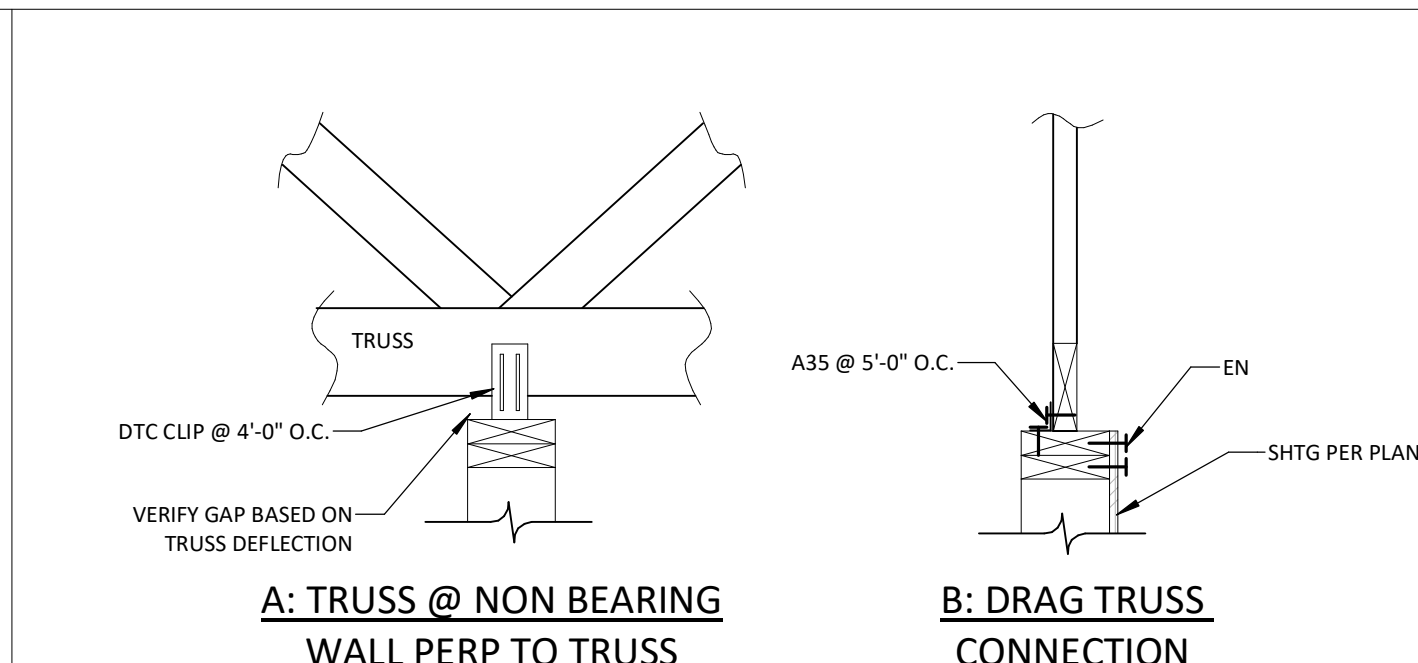
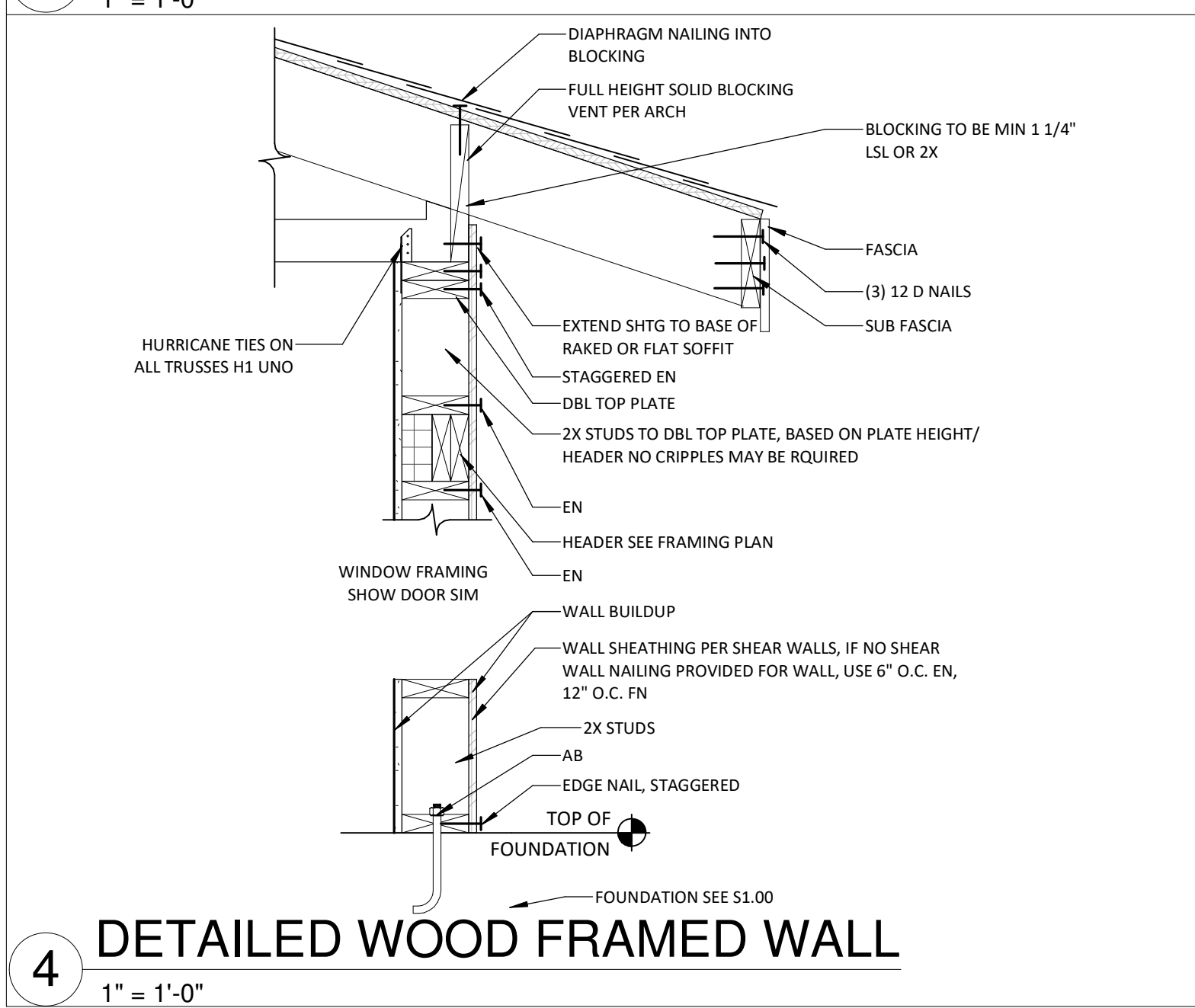
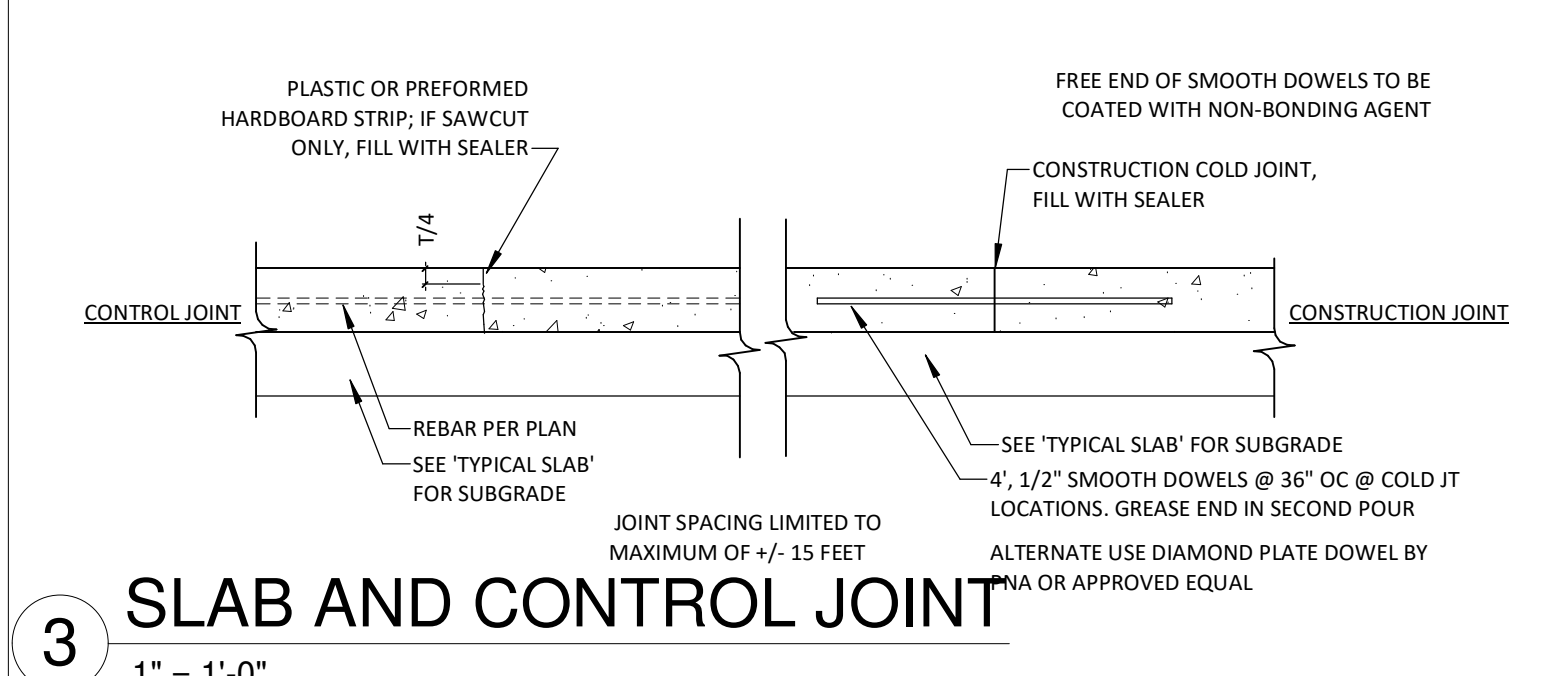
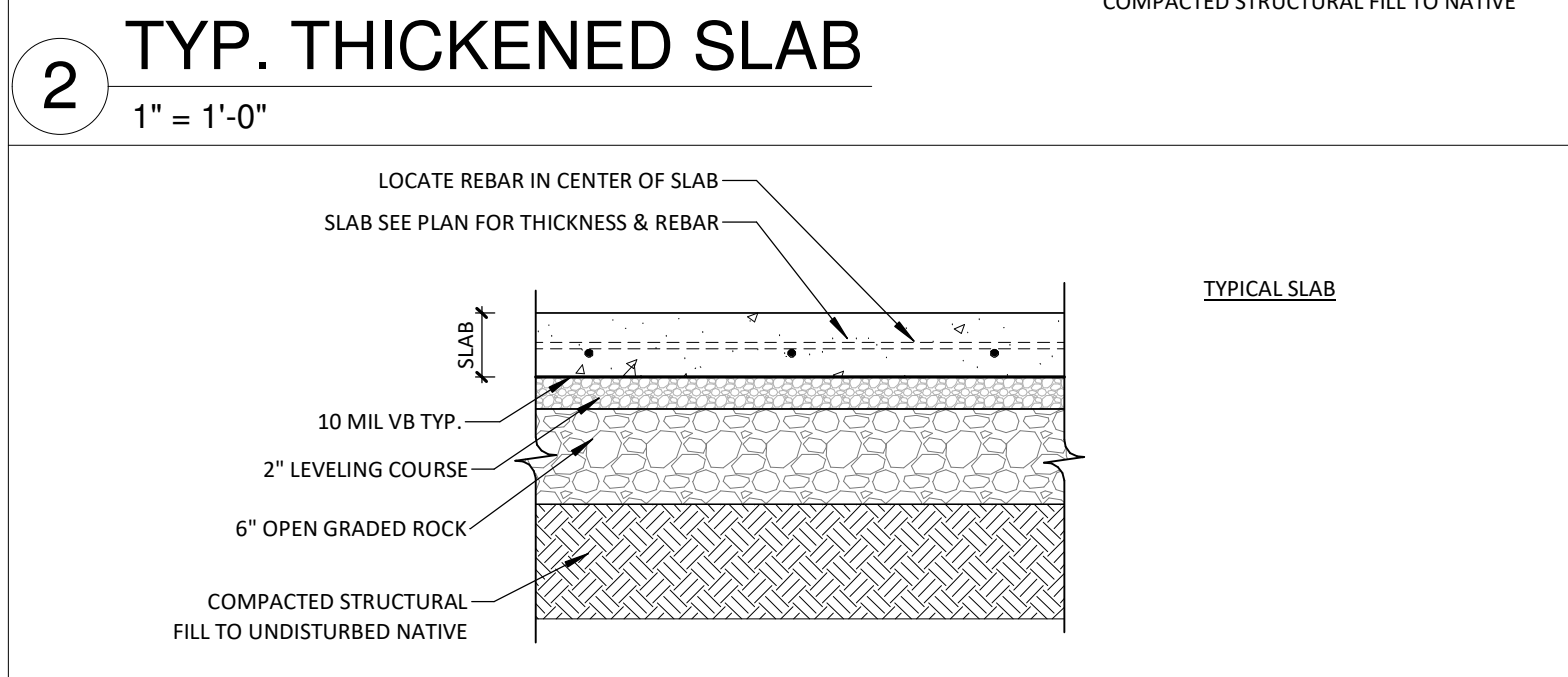
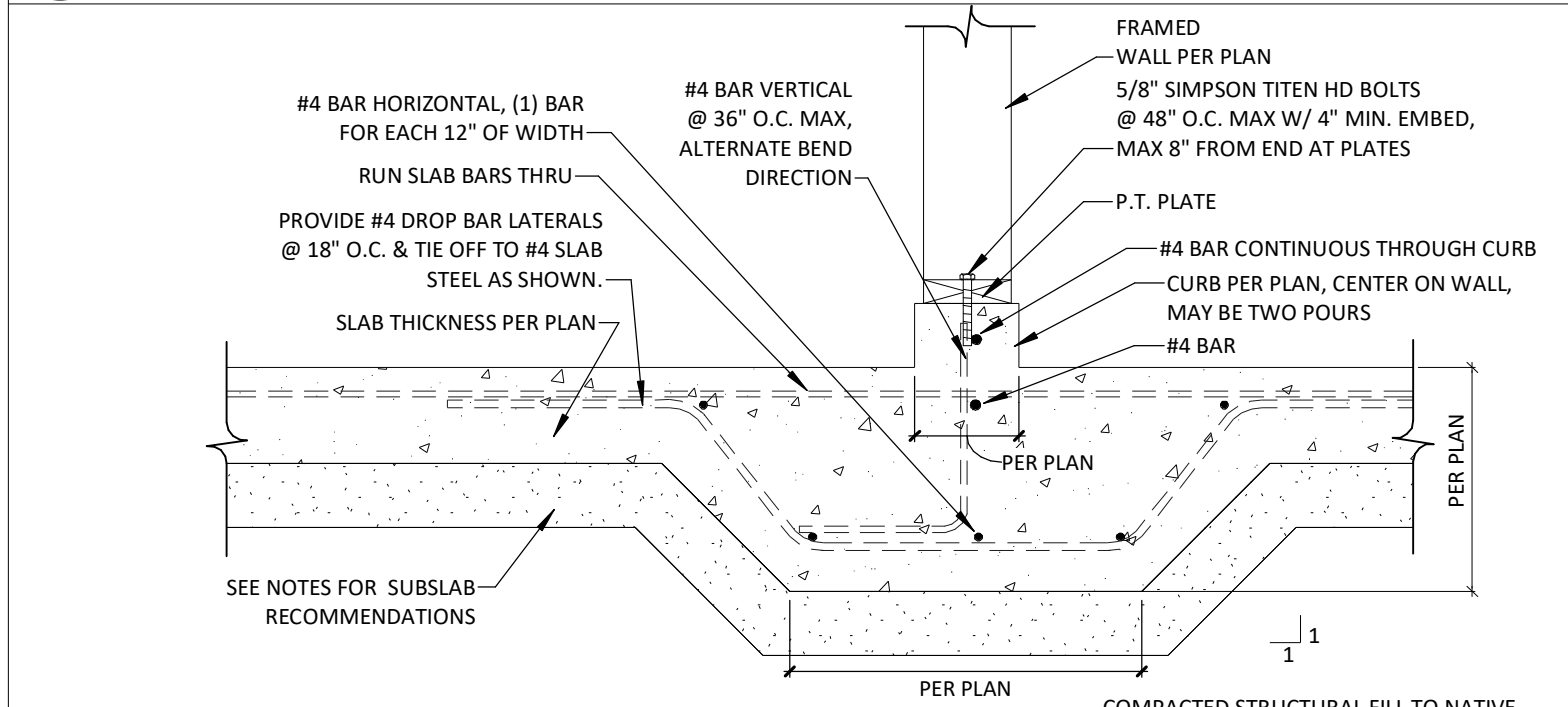
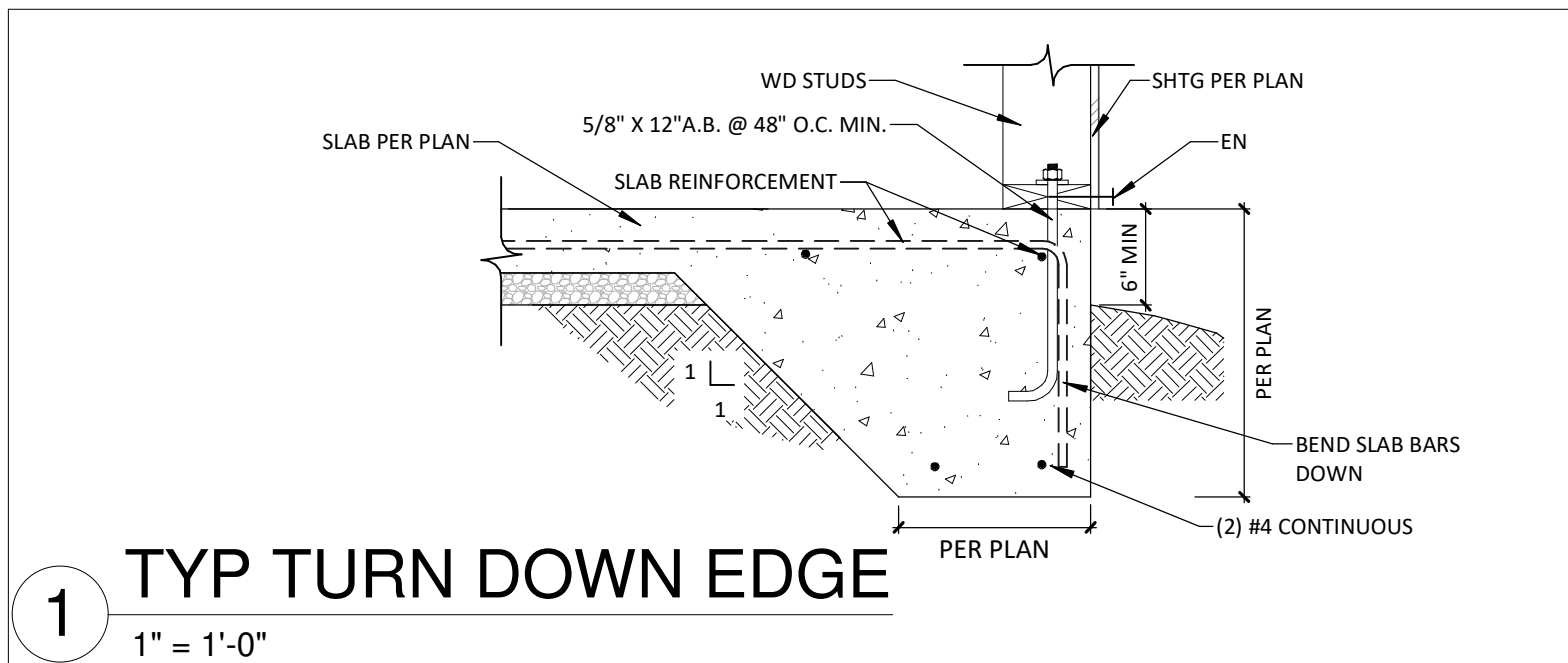
HEADER SCHEDULE			
TAG	SIZE	MATERIAL	BEARING
H1	(2) 2X8	DF/L NO.2	SEE DETAIL 7/S4.01

2 ROOF FRAMING PLAN
1/2" = 1'-0"

GENERAL PLAN NOTES:
 1. SEE S4.00-S4.01 FOR STRUCTURAL DETAILS.
 2. DIMENSIONS ARE SHOWN TO OUTSIDE OF FRAMING AND OUTSIDE OF CONCRETE UNLESS NOTED OTHERWISE.
 3. VERIFY FINAL OPENING DIMENSIONS IN WALLS, SLABS, AND ROOFS WITH OTHER DISCIPLINE DRAWINGS PRIOR TO CONSTRUCTION OF THESE ELEMENTS.
 4. DO NOT CUT OR MODIFY STRUCTURAL MEMBERS FOR PIPES, DUCTS, ETC. UNLESS SPECIFICALLY DETAILED OR APPROVED IN WRITING BY THE ENGINEER.

PROJECT NAME:	MCCORMICK VILLAGE SPLASH PAD MECHANICAL BUILDING	PROJECT:	21050721-3022.000
PROJECT TITLE:	STRUCTURAL PLANS	DATE:	JANUARY 2022
BY:		NO. DATE	
REVISION		DESIGNED:	AMH
		DRAWN:	AMH
		CHECKED:	TAR
		APPROVED:	JC
		SHEET	\$1.00





BY: _____

REVISION: _____

NO. DATE _____

DESIGNED: AMH
DRAWN: AMH
CHECKED: TAP
APPROVED: JC

SCALE: VERT: AS SHOWN
HORIZ: AS SHOWN

NOTICE: IF THIS BAR DOES NOT MEASURE TO THE DRAWING IS NOT TO SCALE

PROJECT NAME: MCCORMICK VILLAGE SPLASH PAD MECHANICAL BUILDING
3201 SW OLD CLIFTON ROAD
PORT ORCHARD, WA 98567

SHEET TITLE: STRUCTURAL DETAILS

JANUARY 2022

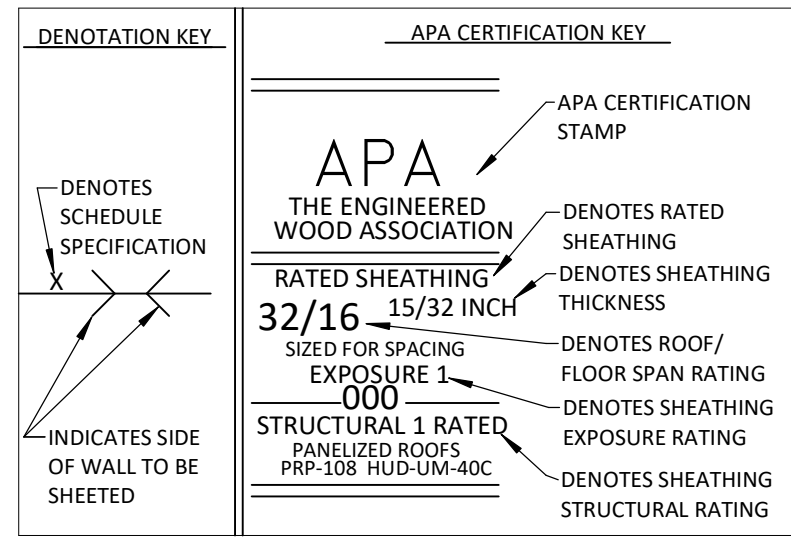
DATE: _____

PROJECT: _____

21090721-3022.000

21090721-3022.000

SHEET \$4.00

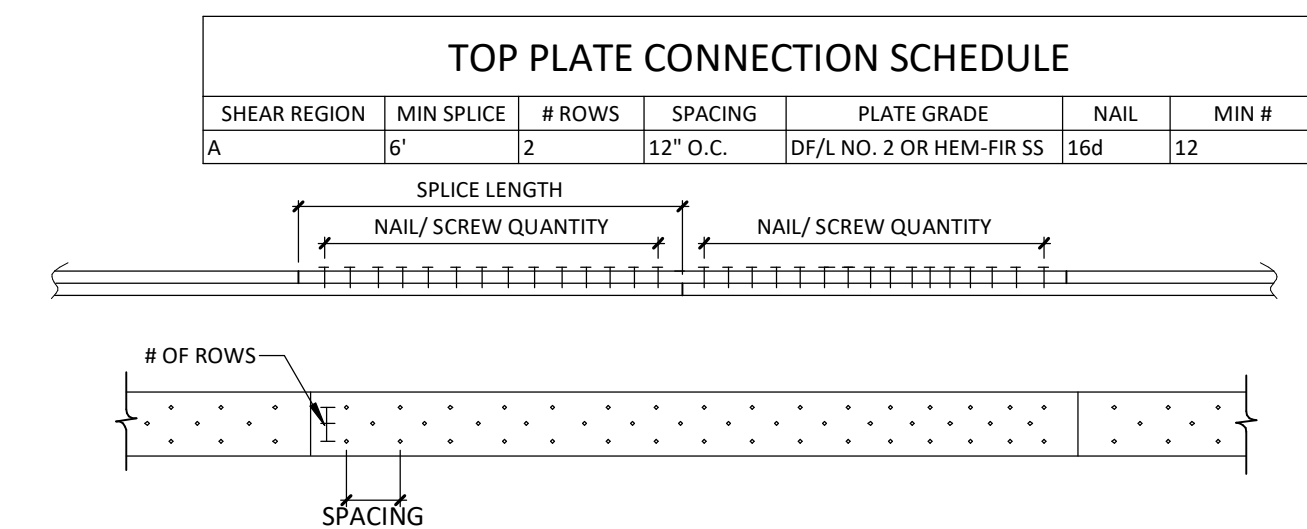


HORIZONTAL DIAPHRAGM SCHEDULE									
TAG	BLOCKING	APA RATED SHTG	SPAN RATING	NAILS	EDGE NAIL	BOUNDARY NAIL	FIELD NAIL	NOTES	
A	NONE	15/32" EXP 1	40/20	8d	6" O.C.	6" O.C.	12" O.C.		

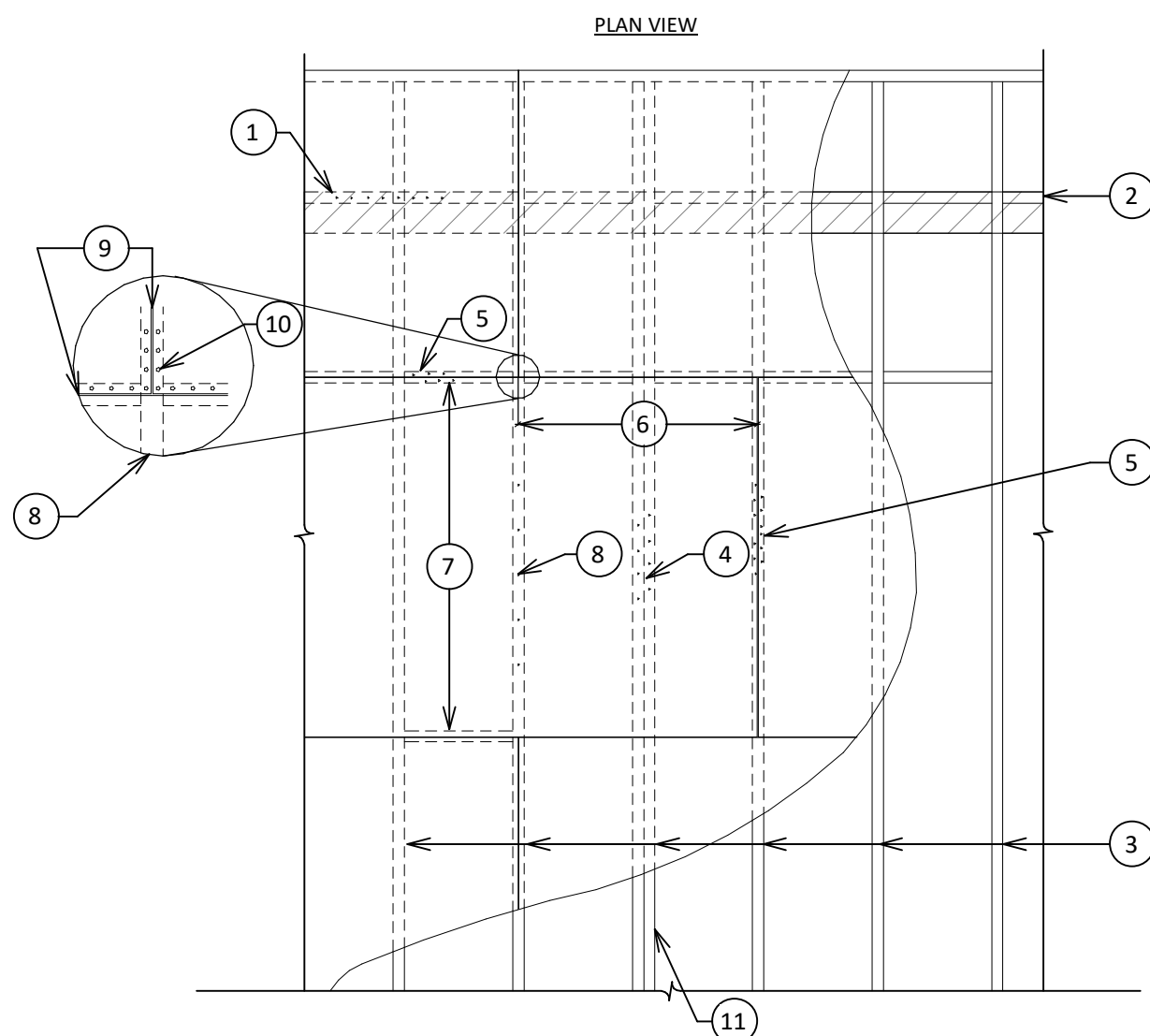
SHEAR WALL SCHEDULE											
TAG	APA RATED SHTG.	SHTG. TYPE	SIDES SHTD.	SILL	BLK'G PANEL EDGE	NAILS	EDGE NAIL	FIELD NAIL	STUD SPACING	A.B. SIZE	A.B. SPACING
A	7/16" (SEE NOTE 3)	EXP 1	1	2X	2X	8d	6" O.C.	12" O.C.	16" O.C. (SEE NOTE 3)	5/8"X12" (5/8" TITEN HD)	48" O.C.

- NOTES:**
- ALL NAILS ARE COMMON UNLESS NOTES OTHERWISE.
 - REFER TO TYPICAL SHEAR WALL DETAIL AND TYPICAL HORIZONTAL DIAPHRAGM DETAIL FOR FURTHER REQUIREMENTS.
 - 24" O.C. STUD SPACING MAY BE USED IF 15/32" SHEATHING IS USED OR IF SHEATHING IS INSTALLED WITH THE LONG DIMENSION PERPENDICULAR TO WALL STUDS.
 - 5/8" TITEN HD TO HAVE MIN EMBEDMENT OF 4".

1 SHEAR WALL/DIAPHRAGM SCHEDULE

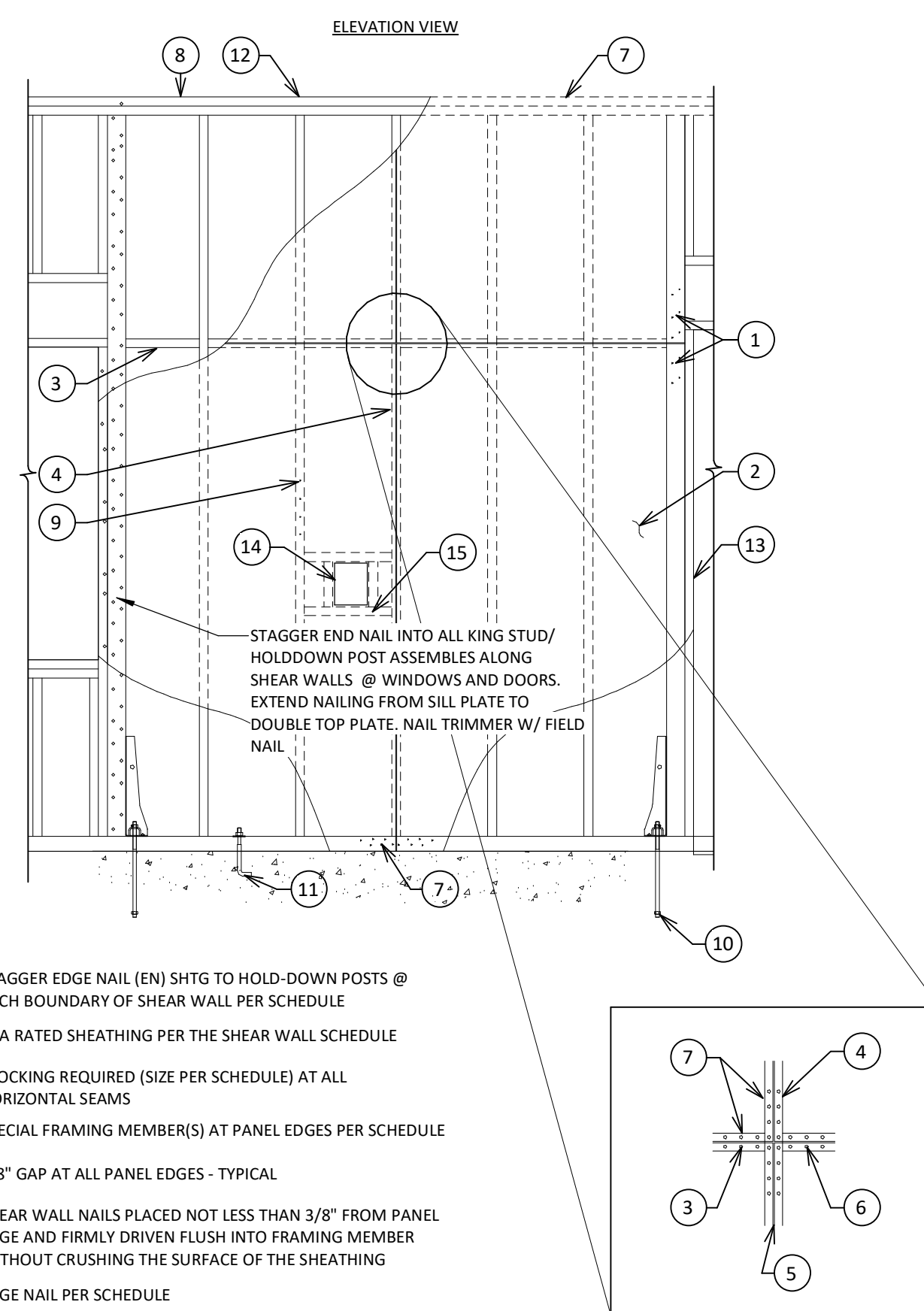


2 TOP PLATE CONNECTION SCHEDULE



- BOUNDARY NAIL TO WALL BLOCKING PER SCHEDULE
- EXTERIOR WALL OR INTERIOR SHEAR WALL
- TYPICAL FRAMING MEMBERS ON LAYOUT
- BOUNDARY NAIL SHTG TO ALL COLLECTORS PER PLAN
- EDGE NAIL EACH SHEET TO COMMON FRAMING MEMBER
- STAGGER SHEETS ACROSS FRAMING
- BLOCK LONGITUDINAL SEAMS WHEN SCHEDULED
- FIELD NAILING PER SCHEDULE
- GAP SHEETS 1/8" FOR SWELLING
- NAILS TO BE DRIVEN FLUSH W/ NO CRUSHING OF SHEETING AND A MIN OF 3/8" FROM EDGE.
- STRUT, TIE, OR COLLECTOR ELEMENT PER PLAN

3 HORIZONTAL DIAPHRAGM



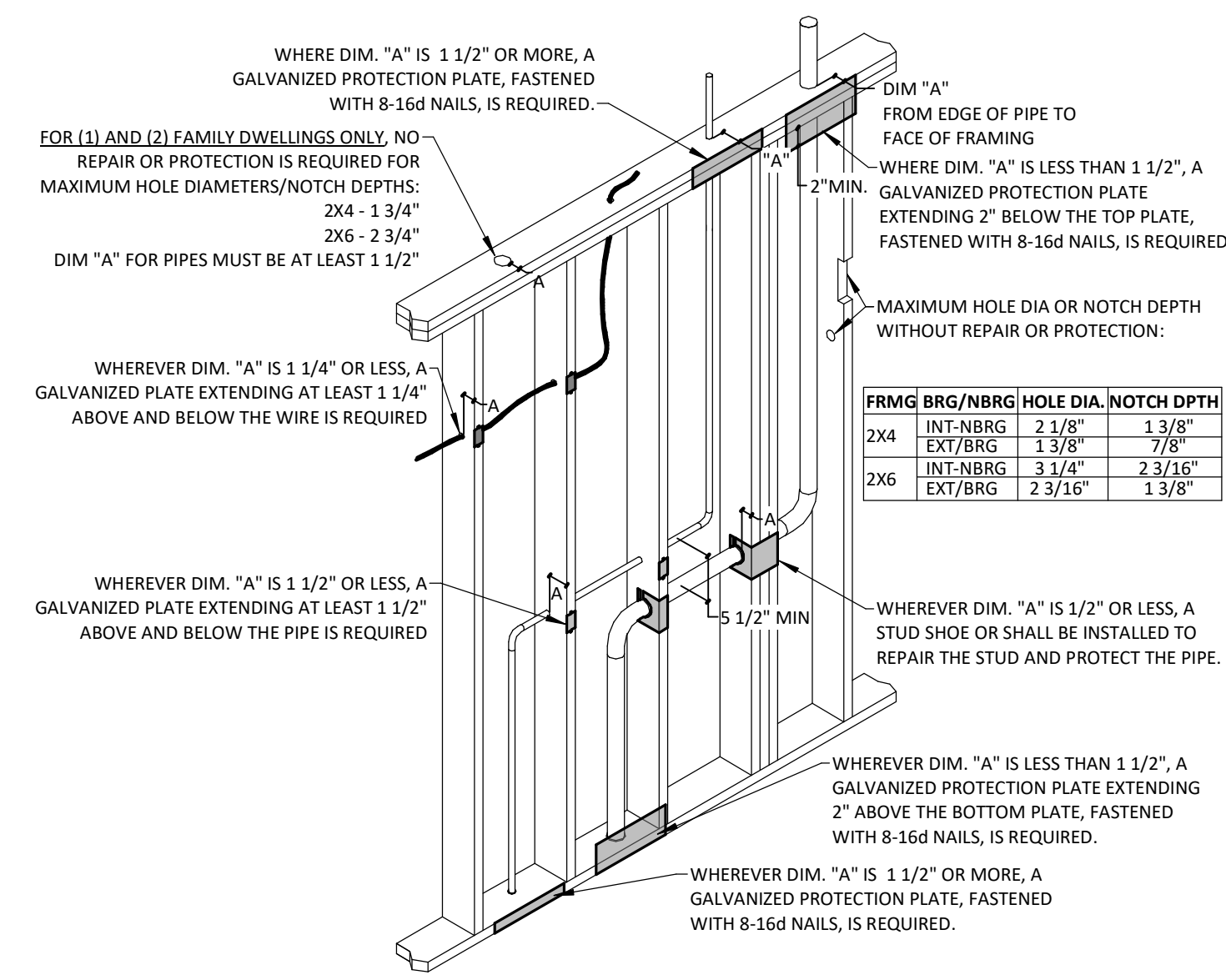
- STAGGER EDGE NAIL (EN) SHTG TO HOLD-DOWN POSTS @ EACH BOUNDARY OF SHEAR WALL PER SCHEDULE
- APA RATED SHEATHING PER THE SHEAR WALL SCHEDULE
- BLOCKING REQUIRED (SIZE PER SCHEDULE) AT ALL HORIZONTAL SEAMS
- SPECIAL FRAMING MEMBER(S) AT PANEL EDGES PER SCHEDULE
- 1/8" GAP AT ALL PANEL EDGES - TYPICAL
- SHEAR WALL NAILS PLACED NOT LESS THAN 3/8" FROM PANEL EDGE AND FIRMLY DRIVEN FLUSH INTO FRAMING MEMBER WITHOUT CRUSHING THE SURFACE OF THE SHEATHING
- EDGE NAIL PER SCHEDULE
- DBL TOP CHORDS, MIN. 6" LAP - SPLICE PER SCHEDULE
- FIELD NAILING PER SCHEDULE
- HOLD-DOWN AND ANCHORS PER SCHEDULE
- ANCHOR BOLT SIZE & SPACING PER SCHEDULE; PLATE WASHERS REQUIRED
- FRAMING PER SCHEDULE, DOUGLAS FIR/ LARCH NO. 2+
- CRIPPLES PER H.D. DTLS AND HEADER SCHEDULE
- MAX UNREINFORCED HOLE SIZE 4 1/2"X 4 1/2", NO OVERCUTTING PERMITTED
- 2X BLOCKING FOR HOLES LARGER THAN 4 1/2"X 4 1/2". MAX ACCUMULATED LENGTH OF HOLE <20% OF SHEAR WALL LENGTH.
- NO HOLES OR CUTTING OF SHEATHING WITHIN 16" OF CORNERS.

4 SHEAR WALL DETAIL

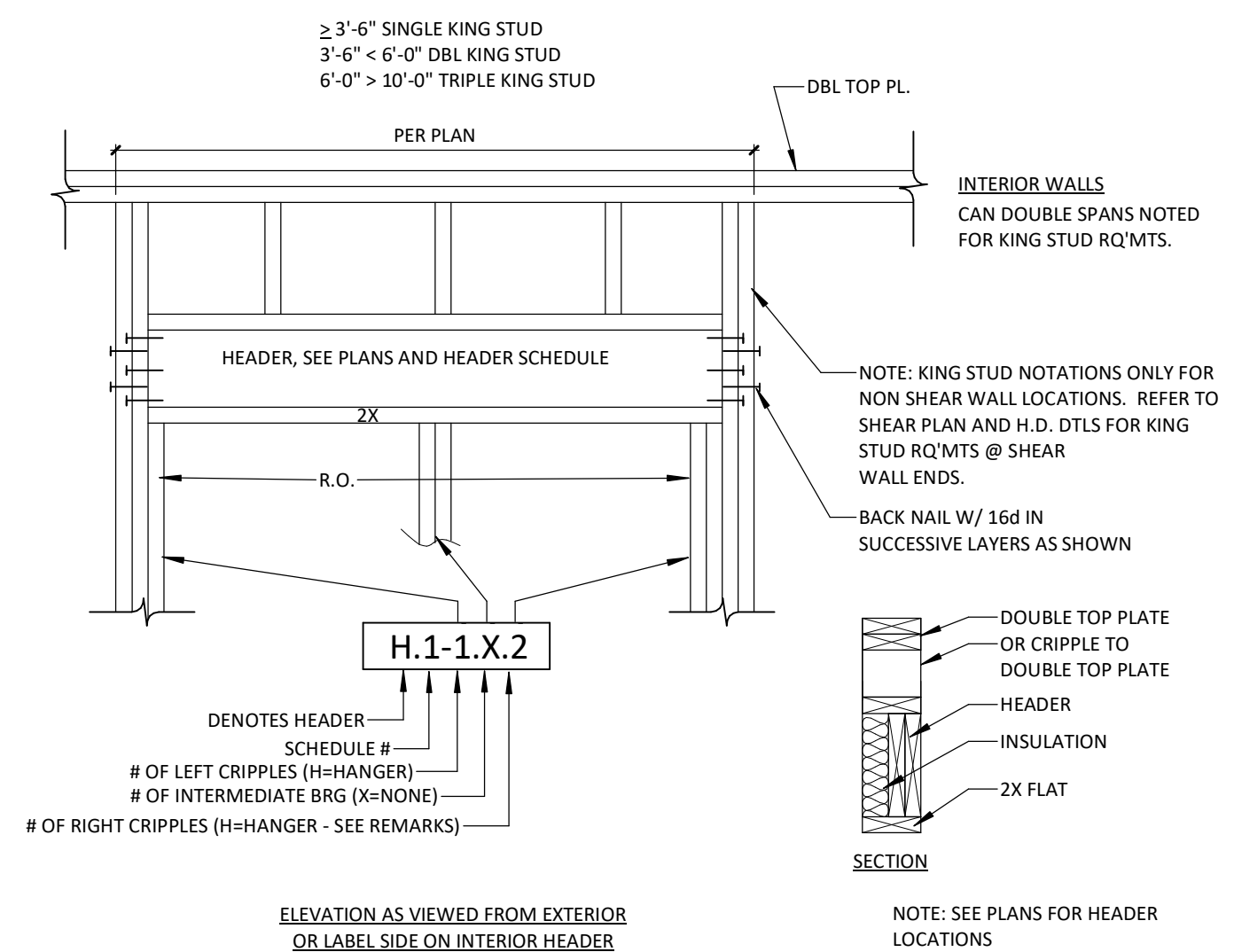
FRMNG	BRG/NBRG	NOTCH DPTH
2x4	INT-NBRG	NO LIMIT
	EXT/BRG	1 3/4"
2x6	INT-NBRG	NO LIMIT
	EXT/BRG	2 3/4"



5 HVAC REPAIRS



6 PLBG/ELCTRCL REPAIRS & PRTCTN



7 HEADER/BEAM DETAIL

3/4" = 1'-0"

PROJECT NAME: MCCORMICK VILLAGE SPLASH PAD MECHANICAL BUILDING
3201 SW OLD CLIFTON ROAD PORT ORCHARD, WA 98567

SHEET TITLE: STRUCTURAL DETAILS

PROJECT: 21090721-302.000
DATE: JANUARY 2022

BY: []
REVISION: []

NO. DATE [] []

DESIGNED: AMH
DRAWN: AMH
CHECKED: TAF
APPROVED: JC

SHEET S4.01

SCALE: VERT: AS SHOWN
HORIZ: AS SHOWN

NOTICE: IF THIS BAR DOES NOT MEASURE TO THEN DRAWING IS NOT TO SCALE

JACOB CHRISTENSEN
STATE OF WASHINGTON
49154
PROFESSIONAL ENGINEER

SYMBOLS LEGEND

	NEW ELECTRICAL EQUIPMENT		LINE OR LOAD REACTOR, IMPEDENCE SHOWN		THERMOSTAT/TEMPERATURE TRANSMITTER
	EXISTING ELECTRICAL EQUIPMENT		TRANSFORMER		MOTION DETECTOR/OCCUPANCY SENSOR
	EQUIPMENT TO BE DEMO'D OR REMOVED		SPD SURGE PROTECTIVE DEVICE		CONDUIT SEAL-OFF
	SURFACE MOUNTED LED LUMINAIRE *		CURRENT TRANSFORMER		CONDUIT CONCEALED UNDERFLOOR OR UNDERGROUND
	RECESSED MOUNTED LED LUMINAIRE *		GROUND ROD		CONDUIT CONCEALED IN WALL OR ABOVE CEILING IN FINISHED AREAS, EXPOSED IN PROCESS AND EQUIPMENT AREAS.
	WALL MOUNTED LED LUMINAIRE * * SHADED LUMINAIRE INDICATES BATTERY BACKED UNIT		GROUND ROD TEST WELL		CONDUIT UP
	WALL SWITCH STANDARD TOGGLE, DESIGNATOR 3 = 3-WAY D = DIMMER T = TIMER		AUTOMATIC TRANSFER SWITCH		CONDUIT DOWN
	DUPLEX, QUADPLEX RECEPTACLE, W/DESIGNATOR GFI = GROUND FAULT INTERRUPTING WP = WEATHERPROOF +48 = HEIGHT AFF.		DOUBLE THROW SWITCH		CONDUIT UP FROM UNDERGROUND RACEWAY
	METERBASE W/UTILITY METER		GROUND CONNECTION PER NEC ARTICLE 250		CONDUIT STUB
	DISCONNECT RECEPTACLE AND PLUG		120V CONTROL RELAY, DPDT MINIMUM		FLEXIBLE CONDUIT OR MFR CABLE
	SPECIAL EQUIPMENT CONNECTION AS SHOWN		24VDC CONTROL RELAY, DPDT MINIMUM		HOME RUN, ELECTRICAL PANEL DESTINATION SHOWN.
	MOTOR CONNECTION, HORSEPOWER INDICATED		RELAY CONTACT - NO, NC		1. RUNS MARKED WITH CROSS-HATCHES INDICATE NUMBER OF NO.12 WIRE. LARGER GAUGES ARE SHOWN OR NOTED ELSEWHERE. LONG CROSS HATCH INDICATES NEUTRAL, SHORT INDICATES PHASE CONDUCTOR, SLANT INDICATES GROUND WIRE PER NEC ARTICLE 250.
	JUNCTION BOX		PUSHBUTTON OR SWITCH CONTACT BLOCK - NO, NC		2. FOR UNMARKED CONDUIT RUNS, CONTRACTOR SHALL INSTALL REQUIRED NUMBER OF WIRES FOR POWER AND/OR CONTROL OF ELEMENTS IN CIRCUIT(S) SHOWN. SIZE OF WIRE SHALL BE NO. 12, UNLESS OTHERWISE NOTED OR REQUIRED BY CODE.
	DISCONNECT SWITCH, AMPERAGE RATING SHOWN		THREE POSITION SWITCH		3. SIZE CONDUIT ACCORDING TO SPECIFICATIONS AND APPLICABLE CODE.
	FUSED DISCONNECT SWITCH, SWITCH AND FUSE RATING SHOWN 60/40 = 60A SWITCH WITH 40A FUSE		TWO POSITION SWITCH, KEYED		4. DASHED LINE INDICATE CONDUITS CONCEALED UNDERGROUND OR UNDERFLOOR.
	FUSE, SIZE SHOWN		PUSH-TO-TEST LED PILOT LIGHT		5. SOLID HOME RUN INDICATES CONDUIT ABOVE CEILING IN FINISHED AREA, CONCEALED IN WALL OR EXPOSED IN PROCESS AND EQUIPMENT AREAS.
	THERMAL MAGNETIC CIRCUIT BREAKER		FLOAT SWITCH - NO, NC		P001 ELECTRICAL CIRCUIT IDENTIFICATION
	MAGNETIC ONLY CIRCUIT BREAKER (MOTOR CIRCUITS ONLY) CONTINUOUS CURRENT RATING AND TRIP SETTINGS SHOWN		TEMPERATURE SWITCH - NO, NC		P001 MULTIPLE ELECTRICAL CIRCUITS, SEPARATE CONDUITS
	MOTOR STARTER, SIZE SHOWN		LIMIT SWITCH - NO, NC		1"C P001 MULTIPLE ELECTRICAL CIRCUITS, COMMON CONDUIT (SIZE SHOWN)
	ELAPSED TIME METER		TIME DELAY CONTACTS, NORMALLY OPEN TIMED CLOSED NORMALLY CLOSED TIMED OPEN		BATTERY BACKED LIGHT FIXTURE
	COUNTER		FUSED TERMINAL, SIZE SHOWN		
	ADJUSTABLE SPEED DRIVE (AFE DESIGNATES ACTIVE FRONT END)		FIELD TERMINAL		
			LOCAL TERMINAL OR LUG CONNECTION		
			SMOKE/HEAT DETECTOR		
			INTRUSION SWITCH		

	PROJECT: 21-3022-0200	DATE: JANUARY 2022
	ELECTRICAL SYMBOLS LEGEND AND STANDARD DETAILS	
MCCORMICK VILLAGE SPLASH PAD 3201 SW OLD CLIFTON ROAD PORT ORCHARD, WA 98367	SCALE: VERT: AS SHOWN HORIZAS SHOWN	NOTICE: IF THIS BAR DOES NOT MEASURE 1", THEN DRAWING IS NOT TO SCALE
REVISION:	NO. DATE	BY
DESIGNED: MIK DRAWN: JLB CHECKED: XXX APPROVED: XXX	SHEET E-2 ---- of XX	JAMES E. MITCHELL PROFESSIONAL ENGINEER REG. STATE OF WASHINGTON #22495

CKT NO	CIRCUIT DESCRIPTION	BREAKER POLES	AMPS	VA	PHASE	LOAD VA	BREAKER POLES	AMPS	CIRCUIT DESCRIPTION	CKT NO
1	SOUTH BATHROOM LIGHTS	1	20	120	A	840	1	20	MECHANICAL OUTLETS	2
3	SOUTH BATHROOM FAN	1	20	120	B	120	1	20	NORTH BATHROOM LIGHTS	4
5	HOT WATER HEATER	2	30	2250	A	-	1	20	SPARE	6
7	"	"	30	2250	B	840	1	20	RECEPTACLES	8
9	SOUTH BATHROOM HAND DRYER	1	20	1200	A	1200	1	20	SOUTH BATHROOM HAND DRYER	10
11	UNIT HEATER	2	20	750	B	4557	2	100	MECHANICAL BUILDING PANEL 2P2	12
13	"	"	20	750	A	4149	"	100	"	14
15	SPARE		-	-	B	-	-	-	SPARE	16
17	SPARE		-	-	A	-	-	-	SPARE	18
19	SPARE		-	-	B	-	-	-	SPARE	20
21					A					22
23					B					24
25					A					26
27					B					28
29					A					30
31					B					32
33					A					34
35					B					36
37					A					38
39					B					40
41					C					42

LOAD PER PHASE		
PHASE A	10.5	KVA
PHASE B	8.6	KVA
TOTAL LOAD	19.1	KVA
TOTAL AMPS	80	AMPS

EXISTING PANEL SCHEDULE
NO SCALE

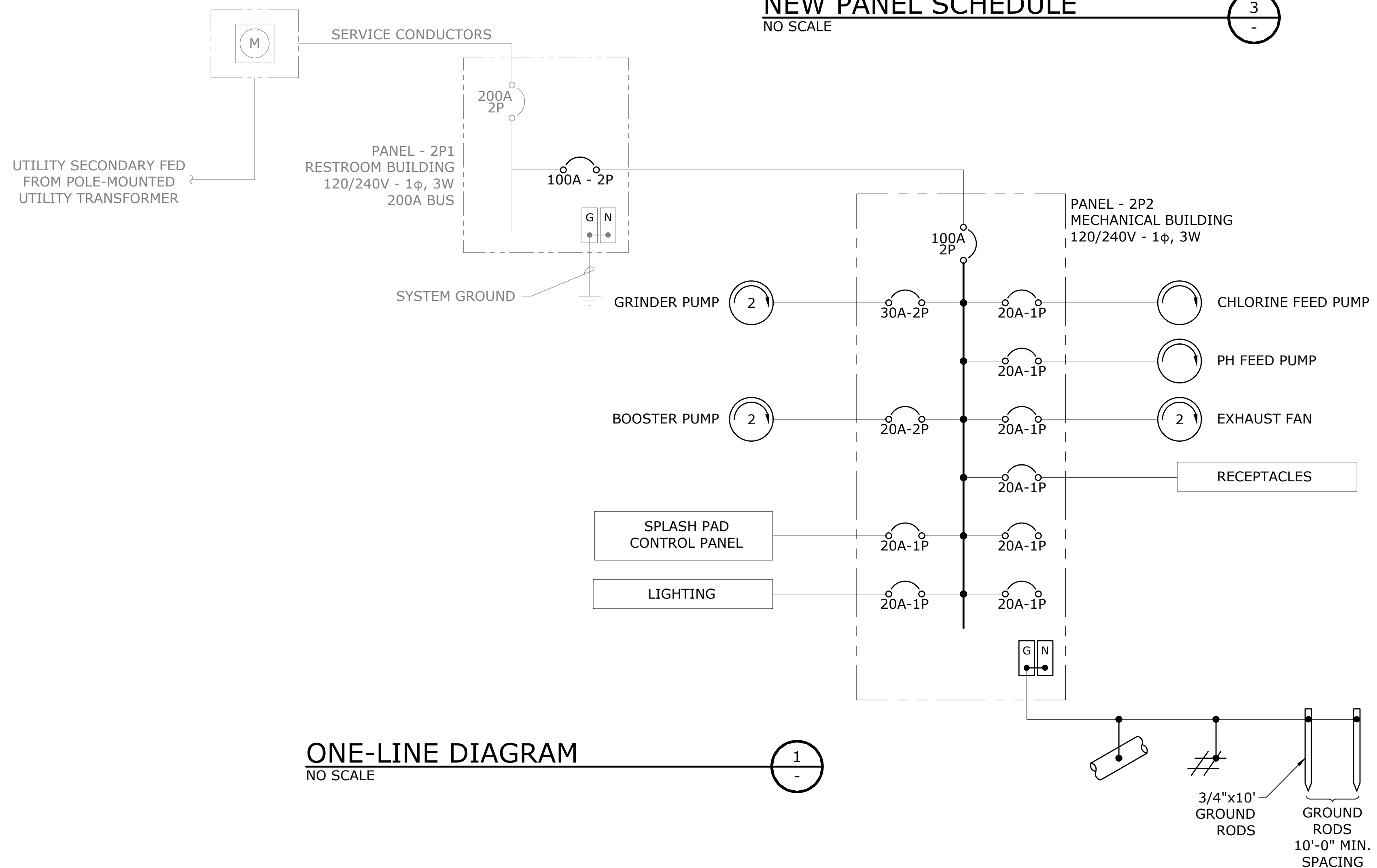
KEY NOTES

- ① REMOVE CONDUCTORS FOR CIRCUIT 6 AND ABANDON IN PLACE.
- ② INSTALL NEW BREAKER AND CIRCUIT TO MECHANICAL BUILDING.

CKT NO	CIRCUIT DESCRIPTION	BREAKER POLES	AMPS	VA	PHASE	LOAD VA	BREAKER POLES	AMPS	CIRCUIT DESCRIPTION	CKT NO
1	GRINDER PUMP	2	30	1725	A	204	1	20	CHLORINE FEED PUMP CONTROLLER	2
3	"	"	30	1725	B	204	1	20	PH FEED PUMP CONTROLLER	4
5	BOOSTER PUMP	2	20	1380	A	48	1	20	EXHAUST FANS	6
7	"	"	20	1380	B	720	1	20	RECEPTACLE	8
9	SPLASH PAD CONTROL PANEL	1	20	1200	A	-	-	-	SPACE	10
11	LIGHTING	1	20	120	B	-	-	-	SPACE	12
13					A					14
15					B					16
17					A					18
19					B					20
21					A					22
23					B					24
25					A					26
27					B					28
29					A					30
31					B					32
33					A					34
35					B					36
37					A					38
39					B					40
41					C					42

LOAD PER PHASE		
PHASE A	4.6	KVA
PHASE B	4.1	KVA
TOTAL LOAD	8.7	KVA
TOTAL AMPS	36	AMPS

NEW PANEL SCHEDULE
NO SCALE



ONE-LINE DIAGRAM
NO SCALE

BY: _____

NO. DATE: _____

REVISION: _____

DESIGNED: MJK
DRAWN: JLB
CHECKED: XXX
APPROVED: XXX

DATE: 1/27/2022

SCALE: VERT: AS SHOWN
HORIZAS SHOWN

NOTICE: IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

MCCORMICK VILLAGE SPLASH PAD
3201 SW OLD CLIFTON ROAD
PORT ORCHARD, WA 98367

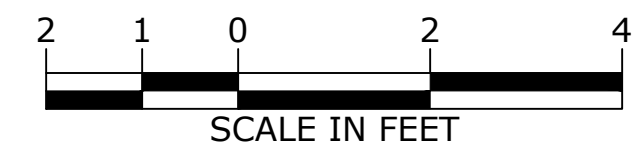
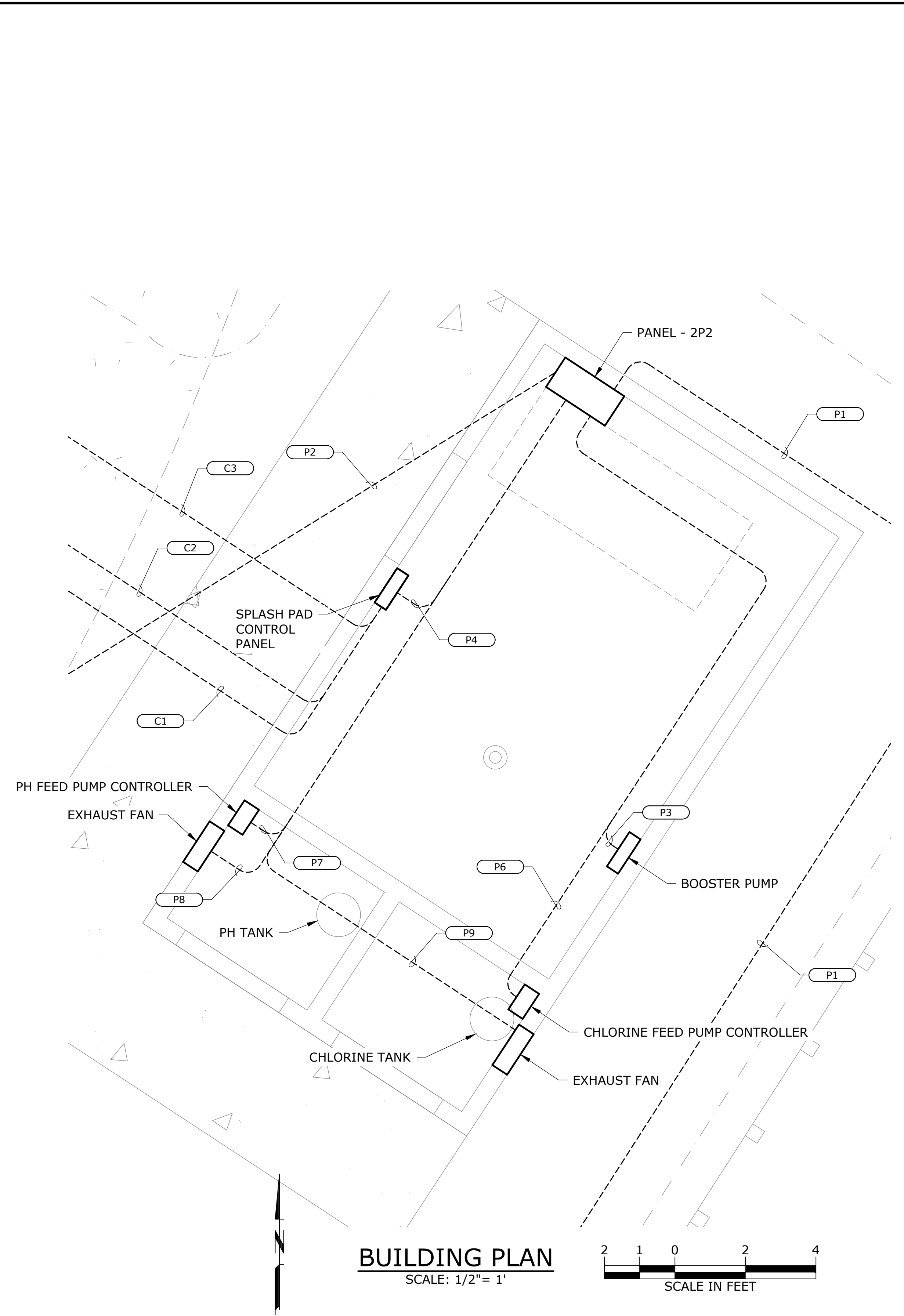
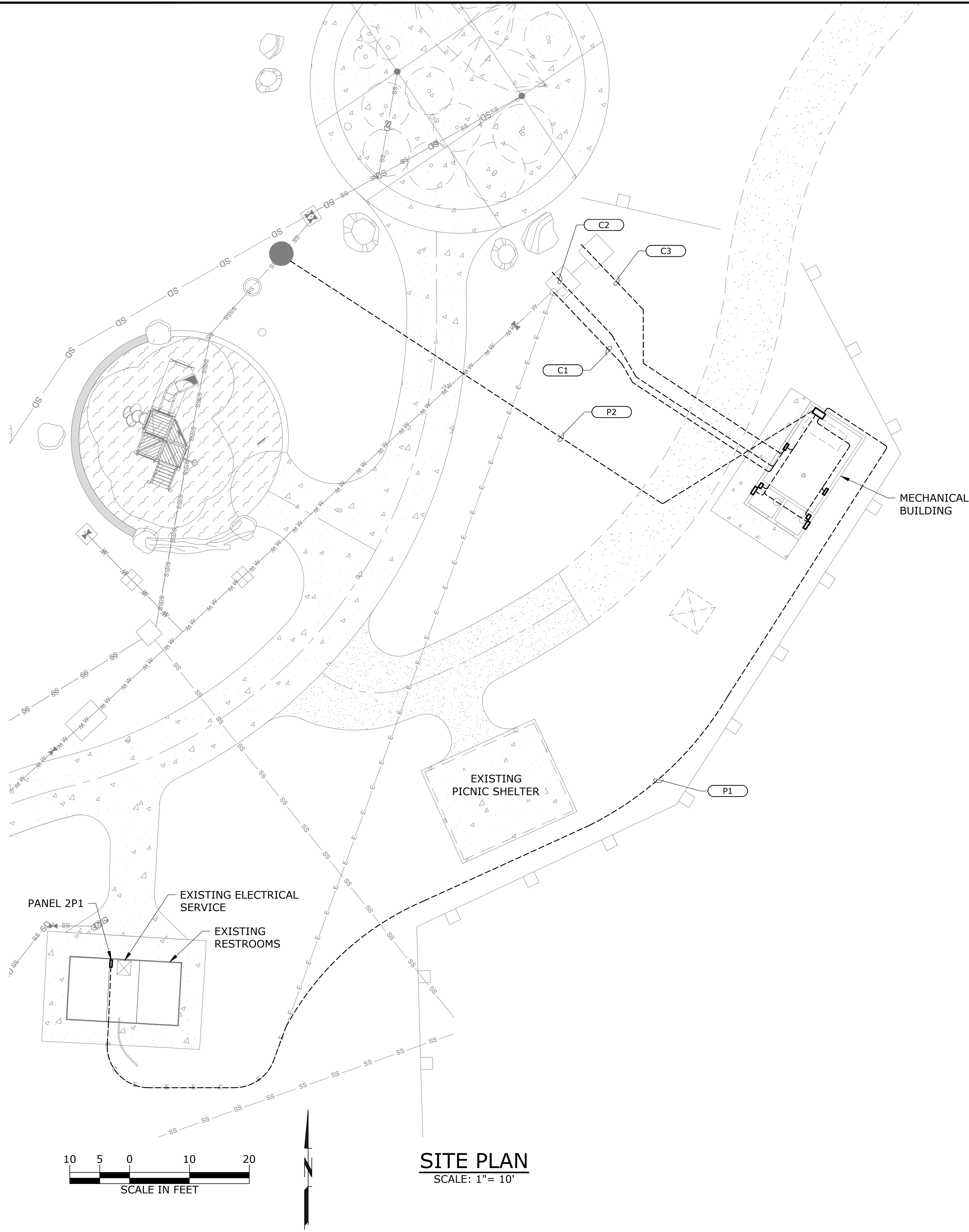
ELECTRICAL ONE LINE DIAGRAM AND PANEL SCHEDULE

PROJECT: 21-3022-0200 DATE: JANUARY 2022

murraysmith

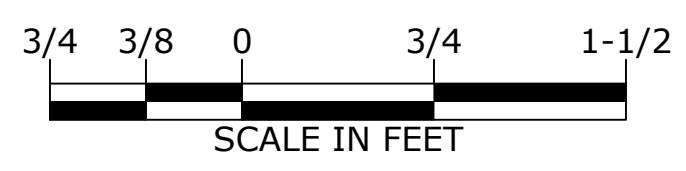
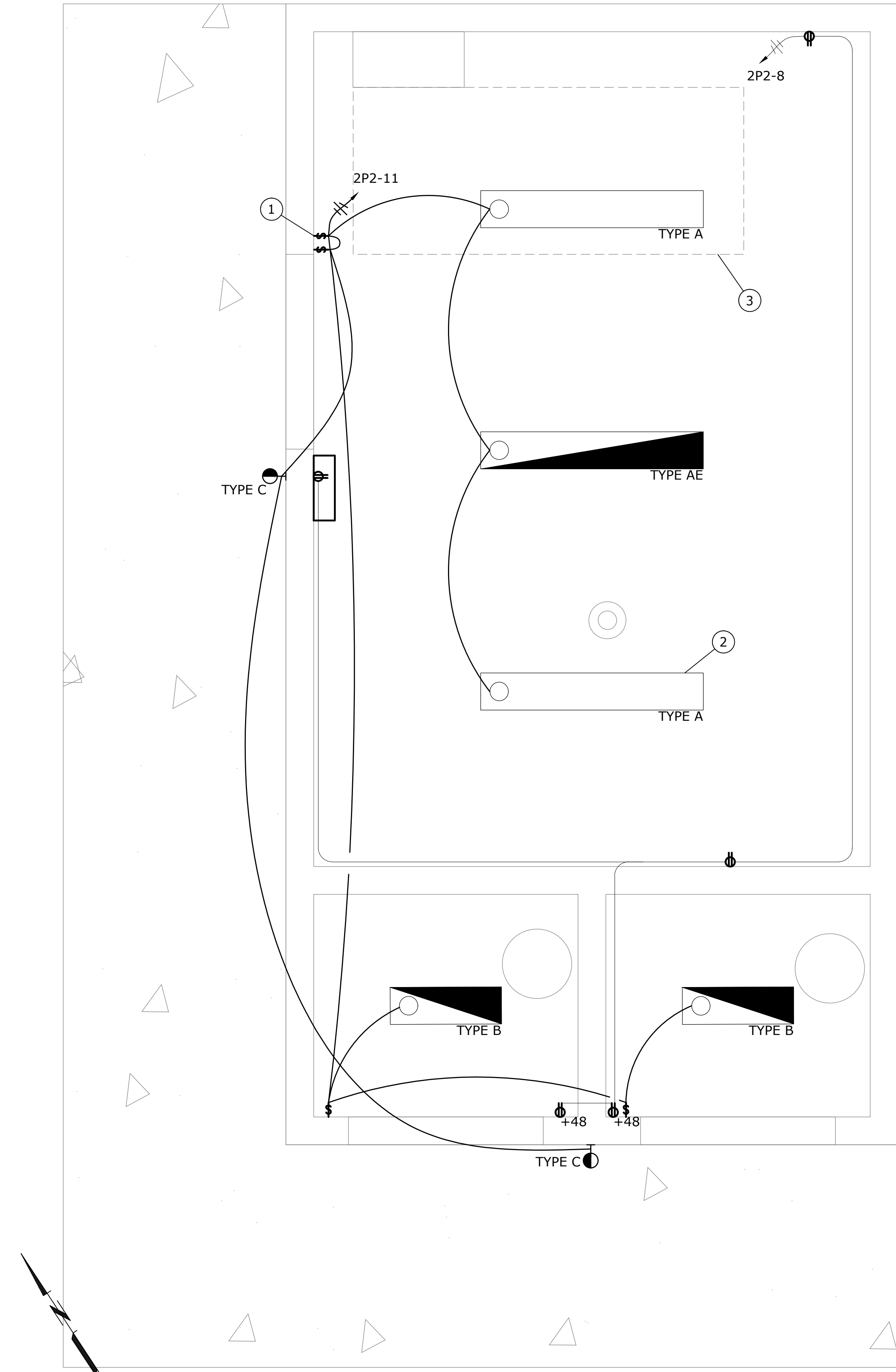
SHEET E-3 of XX

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	PROJECT: 21-3022-0200	DATE: JANUARY 2022
	MCCORMICK VILLAGE SPLASH PAD 3201 SW OLD CLIFTON ROAD PORT ORCHARD, WA 98367	
ELECTRICAL SITE PLAN		
VERT: AS SHOWN HORIZAS SHOWN NOTICE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE	NO. DATE REVISION	BY: _____ DESIGNED: MJK DRAWN: JLB CHECKED: XXX APPROVED: XXX
SHEET E-4		of XX

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BUILDING PLAN
SCALE: 3/4" = 1'

GENERAL NOTES

1. ALL CONDUITS TO BE ROUTED UNDERGROUND, IN-SLAB, OR CONCEALED WHEREVER POSSIBLE OR PRACTICAL.
2. ALL "IN-WALL" CONDUIT TO BE GRS. UNDERSLAB CONDUIT MAY BE PVC, UNLESS OTHERWISE NOTED.
3. ALL RECEPTACLES TO BE LOCATED 18" AFF, UNLESS OTHERWISE NOTED.
4. ALL INTERIOR LIGHTING IS DIMMABLE.
5. LUMINAIRES TO BE SURFACE MOUNTED AT FINAL FINISHED CEILING ELEVATION. ROUTE CONDUITS ABOVE FINISHED CEILING FOR CLEAN APPEARANCE.
6. ROUTE UN-SWITCHED POWER CIRCUIT TO ALL BATTERY BACKED LUMINAIRES.
7. INTERIOR LIGHTING HAS LOCAL CONTROLS TO PROVIDE MANUAL "ON-OFF" AND FULL RANGE DIMMING TRIGGERED BY OCCUPANCY SENSOR WITH AUTOMATIC TURN OFF SET AT 30 MINUTES OF OCCUPANTS LEAVING THE SPACE.
8. PROVIDE LABELING AT SWITCHES INDICATING EQUIPMENT CONTROLLED BY SWITCH, IE. "INTERIOR, EXTERIOR, CHLORINE STORAGE, PH STORAGE".

KEY NOTES

- ① ON/OFF/DIMMING WALL SWITCH WITH SMALL MOTION DUAL TECHNOLOGY (PDT) DETECTION. SENSOR-SWITCH WSXA PDT D WH.
- ② PROVIDE AND INSTALL POWER AND DIMMING CONTROL CIRCUITING TO LUMINAIRES. HOMERUN SHOWN TO PANEL CIRCUIT ID.
- ③ KEEP 36" WORKSPACE CLEARANCE IN FRONT OF ELECTRICAL PANELS.

LUMINAIRE SCHEDULE									
TYPE	DESCRIPTION	MOUNTING	VOLTAGE	INPUT WATTS	MANUFACTURER PART NUMBER	BATTERY BACKED	COLOR TEMP	LAMP TYPE LUMENS	NOTES
A	4' LOW PROFILE ENCLOSED AND GASKETED INDUSTRIAL LED. MOLDED FIBERGLASS HOUSING, ACRYLIC LINEAR RIBBED FROSTED LENS, 80CRI, MEDIUM DISTRIBUTION, 0-10V DIMMING, U.L. LISTED FOR WET LOCATIONS.	SURFACE	120/277V	24	LITHONIA LIGHTING: FEM LED SERIES OR AS APPROVED.	NO	40K	LED 3,790	
AE	SAME AS TYPE 'A' EXCEPT WITH 90 MINUTE EMERGENCY BACKUP BATTERY WITH INTEGRAL LED AND TEST SWITCH	SURFACE	120/277V	24	LITHONIA LIGHTING: FEM LED SERIES OR AS APPROVED.	YES	40K	LED 3,790	
B	2' LOW PROFILE ENCLOSED AND GASKETED INDUSTRIAL LED WITH EMERGENCY BATTERY BACKUP. MOLDED FIBERGLASS HOUSING, ACRYLIC LINEAR RIBBED FROSTED LENS, 80CRI, MEDIUM DISTRIBUTION, 0-10V DIMMING, U.L. LISTED FOR WET LOCATIONS.	SURFACE	120/277V	13	LITHONIA LIGHTING: FEM LED SERIES OR AS APPROVED.	YES	40K	LED 2,099	
C	LED WALL LUMINAIRE WITH BATTERY BACKUP. SINGLE-PIECE ALUMINUM HOUSING WITH ONE-PIECE DOOR FRAME GASKET, IP66 RATING. ZERO UPLIGHT WIDE DISTRIBUTION OPTICS, 80CRI WITH PHOTOCELL AND MOTION OPTION	SURFACE	120/277V	10	LITHONIA LIGHTING: WDG2 LED SERIES OR AS APPROVED.	YES	40K	LED 1,289	COORDINATE LOCATION WITH ARCHITECTURAL DISCIPLINE

LUMINAIRE SCHEDULE
SCALE: NTS

	DESIGNED: MIK	DRAWN: JLB	CHECKED: XXX	APPROVED: XXX
	NO. DATE	REVISION	BY	SHEET E-5 of XX
<p>VERT: AS SHOWN SCALE: HORIZAS SHOWN</p> <p>NOTICE IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE</p>				
<p>MCCORMICK VILLAGE SPLASH PAD 3201 SW OLD CLIFTON ROAD PORT ORCHARD, WA 98367</p>				
<p>ELECTRICAL BUILDING POWER AND LIGHTING PLAN</p>				
		PROJECT: 21-3022-0200	DATE: JANUARY 2022	

ALL CIRCUITS ARE IDENTIFIED ON THE PLANS WITH THE DIAMOND SYMBOL. CONDUCTOR SIZES ARE BASED ON COPPER CONDUCTORS. CONDUIT SIZES ARE SHOWN FOR CASES WHEN CIRCUIT CONDUCTORS ARE RUN WITHOUT OTHER CIRCUITS. MULTIPLE CIRCUITS RUN IN COMMON CONDUITS ARE SHOWN ON PLANS AND SUPERSEDE THE BASIC CONDUIT SIZE SHOWN.

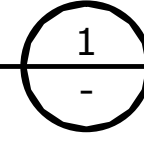
RACEWAY SIZES ARE IN INCHES WITH QUANTITIES IN EXCESS OF (1) SHOWN IN ADJACENT PARENTHESIS. CONDUCTOR CONFIGURATIONS ARE CODED AS FOLLOWS: P - FOR POWER CONDUCTORS, G - FOR GROUND CONDUCTORS, N - FOR NEUTRAL CONDUCTORS, C - FOR CONTROL CONDUCTORS, AND SP - FOR SPARE CONDUCTORS.

CIRCUITS REVISED SINCE LAST ISSUE ARE INDICATED BY AN ASTERISK(*).

CIRCUIT NUMBER	FROM	TO	CONDUCTORS	RACEWAY	NOTES
P1	PANEL 2P1	PANEL 2P2	(3) #2 AWG, P (1) #2 AWG, G	2"	100 AMP SERVICE
P2	PANEL 2P2	GRINDER PUMP	(2) #10 AWG, P (1) #10 AWG, N (1) #10 AWG, G	3/4"	
P3	PANEL 2P2	BOOSTER PUMP	(2) #12 AWG, P (1) #12 AWG, N (1) #12 AWG, G	3/4"	
P4	PANEL 2P2	SPLASH PAD CONTROL PANEL	(1) #12 AWG, P (1) #12 AWG, N (1) #12 AWG, G	3/4"	
P5	PANEL 2P2	LIGHTING	(1) #12 AWG, P (1) #12 AWG, N (1) #12 AWG, G	3/4"	
P6	PANEL 2P2	CHLORINE FEED PUMP CONTROLLER	(1) #12 AWG, P (1) #12 AWG, N (1) #12 AWG, G	3/4"	
P7	PANEL 2P2	PH FEED PUMP CONTROLLER	(1) #12 AWG, P (1) #12 AWG, N (1) #12 AWG, G	3/4"	
P8	PANEL 2P2	EXHAUST FAN	(1) #12 AWG, P (1) #12 AWG, N (1) #12 AWG, G	3/4"	
P9	PANEL 2P2	EXHAUST FAN	(1) #12 AWG, P (1) #12 AWG, N (1) #12 AWG, G	3/4"	
P10	PANEL 2P2	GENERAL RECEPTACLES	(1) #12 AWG, P (1) #12 AWG, N (1) #12 AWG, G	3/4"	
C1	SPLASH PAD CONTROL PANEL	ACTIVATION BOLLARD	(1) #12 AWG, C (1) #12 AWG, N (1) #12 AWG, SP	1"	
C2	SPLASH PAD CONTROL PANEL	SOLENOID VALVE VAULT	(8) #14 AWG, C (1) #14 AWG, N (1) #14 AWG, G	2"	
C3	SPLASH PAD CONTROL PANEL	SOLENOID VALVE VAULT	(8) #14 AWG, C (1) #14 AWG, N (1) #14 AWG, G	2"	

CIRCUIT SCHEDULE

NO SCALE



PROJECT: 21-3022-0200 DATE: JANUARY 2022

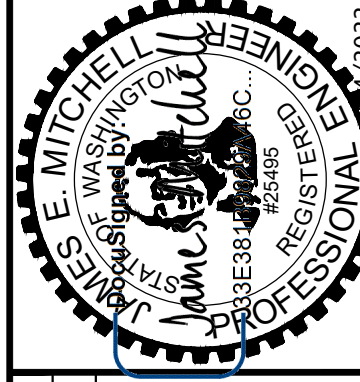
MCCORMICK VILLAGE SPLASH PAD
3201 SW OLD CLIFTON ROAD
PORT ORCHARD, WA 98367

**ELECTRICAL
CIRCUIT SCHEDULE**

SCALE: VERT. AS SHOWN
HORIZAS SHOWN

NOTICE

IF THIS BAR DOES NOT MEASURE 1", THEN DRAWING IS NOT TO SCALE



DESIGNED: MJK
DRAWN: JLB
CHECKED: XXX
APPROVED: XXX

NO. DATE

REVISION

BY

SHEET
E-6

---- of XX