



PACIFIC CITY COUNCIL AGENDA
Council Chambers - City Hall. 100 3rd Ave. SE

April 4, 2016
Monday

Workshop
6:30 p.m.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL OF COUNCIL MEMBERS**
- 3. ADDITIONS TO/APPROVAL OF AGENDA**
- 4. DISCUSSION ITEMS**

- (3) **A. AB 16-033: Resolution No. 2016-327:** Authorizing the execution of an agreement with Universal Field Services, Inc., in the amount of \$32,944.18, for professional services associated with negotiation of right-of-way purchases for the Milwaukee Boulevard Street Improvement Project. (5 min.)
(Jim Morgan)
- (19) **B. AB 16-034: Resolution No. 2016-328:** Authorizing the execution of an agreement with Katy Isaksen & Associates for professional services associated with the performance of a utility rate study for water, sewer, and storm water in order to recommend rates and changes for water, sewer, and storm water utilities for council consideration and adoption. (10 min.)
(Jim Morgan)
- (33) **C. AB 16-035: Resolution No. 2016-329:** Authorizing the execution of an agreement with Bates Roofing, LLC, in the amount of \$86,782.04, for construction of new roofing systems for the Senior Center, Community Center, and connecting breezeway (5 min.)
(Jim Morgan)
- (189) **D. AB 16-036: Ordinance No. 2016-1928:** Clarifying the provisions relating to the imposition of penalties for zoning code violations, amending Pacific Municipal Code sections 20.82.004(D) and 20.82.009(C). (15 min.)
- (198) **AND**
- Resolution No. 2016-330:** Setting the time and place for a public hearing on April 25, 2016 at approximately 6:30 p.m. to receive public input regarding revisions to sections 20.82.004(D) and 20.82.009(C) of the Pacific Municipal Code.
(Jack Dodge)

- (200) E. **AB 16-037: Resolution No. 2016-331:** Authorizing the execution of an agreement with Sitecrafting for website development. (5 min.)
(Richard Gould)
- (223) F. **AB 16-038:** Discussion: Pacific Days Expenditure (5 min.)
(Mayor Guier)
- (224) G. **AB 16-039:** Approval of extra edition of City Newsletter for Pacific Days (5 min.)
(Mayor Guier)

5. ADJOURN

Council may add other items not listed on this agenda unless specific notification period is required.

Please turn off cell phones during meeting and hold your questions for staff until the meeting has been adjourned.

Meeting materials are available on the City's website at: www.pacificwa.gov or by contacting the City Clerk's office at (253) 929-1105.

For ADA accommodations, please contact City Hall at (253) 929-1105 prior to the meeting. Thank you. 2



TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: April 11, 2016
SUBJECT: Milwaukee Boulevard ROW Acquisition

ATTACHMENTS:

- Resolution 2016 – 327
- Draft Agreement with Universal Field Services, Inc.
- Draft Scope of Work

Previous Council Review Date:

Summary: The City Council received two Federal Surface Transportation Program (STP) grants to improve Milwaukee Boulevard. The project improvements include new American with disabilities (ADA) ramps at multiple intersections. Additional right of way (ROW) is required to construct the required ADA ramps. City staff does not have adequate credentials to negotiate the purchase of the ROW with Universal Field Services, Inc. per the Federal requirements and the City right-of-way acquisition policies.

City staff has solicited proposals from firms approved by WSDOT to negotiate ROW acquisition from multiple residential property owners adjacent to Milwaukee Boulevard. Only one proposal was received. The proposal from Universal Field Services, Inc. was selected as the firm to be most beneficial to the City, with price and all other factors considered.

Recommendation/Action: Staff recommends Council approve Resolution No. 2016-327

Motion for Consideration: Move to approve Ordinance No.2016 - 327, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH UNIVERSAL FIELD SERVICES FOR PROFESSIONAL SERVICES ASSOCIATED WITH NEGOTIATION OF RIGHT OF WAY PURCHASE(S) FOR THE MILWAUKEE BOULEVARD STREET IMPROVEMENTS PROJECT, FOR A FEE NOT TO EXCEED \$32,944.18.

Budget Impact: None. This project was included in the 2016 budget.

Alternatives: None.

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-327

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH UNIVERSAL FIELD SERVICES FOR PROFESSIONAL SERVICES ASSOCIATED WITH NEGOTIATION OF RIGHT OF WAY PURCHASE(S) FOR THE MILWAUKEE BOULEVARD STREET IMPROVEMENTS PROJECT, FOR A FEE NOT TO EXCEED \$32,944.18.

WHEREAS The City of Pacific operates and maintains the public transportation infrastructure; and

WHEREAS The City has received a federal grant to design improvements for Milwaukee Boulevard; and

WHEREAS The federal grant requires that improvements to Milwaukee Boulevard be constructed on public rights-of-way or easements that are purchased through methods complying with the URAS and 40 CFR Part 24; and

WHEREAS City staff solicited proposals from firms listed on the Washington State Department of Transportation (WSDOT) approved appraisers and agents; and

WHEREAS only one firm submitted a proposal;

WHEREAS the submitting firm is approved by WSDOT, Universal Field Services, Inc. has been determined to meet the needs of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1, The Pacific City Council hereby authorizes the Mayor to execute the professional services agreement attached to this Resolution between the City of Pacific and Universal Field Services, Inc. for right of way acquisition services in the amount of \$32,944.18.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 11th day of April, 2016, by and between the City of Pacific, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PACIFIC, WASHINGTON (hereinafter the “CITY”)
100 – 3rd Avenue S.E.
Pacific, Washington 98047
Contact: Mayor Leanne Guier Phone: 253-929-1100 Fax: 253-939-6026

and Universal Field Services , Inc., a Washington State for Profit Corporation (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

Universal Field Services , Inc. (hereinafter the “CONSULTANT”)
Address: 111 Main Street, Suite 105
City, State, Zip: Edmonds, WA 98020

Contact: Mr. Mitch Legel Phone: 425.673.5559 Fax: 425.673.5579

for professional services in connection with the following Project:

Milwaukee Boulevard Right of Way Acquisition in compliance with the Washington State Department of Transportation (WSDOT) Right of Way Manual and 40 CFR Part 24

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit “A.” If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

Revised 2/26/15

3. **Terms.** This Agreement shall commence on March 29, 2016, (“Commencement Date”) and shall terminate on December 30, 2016 unless extended or terminated in writing as provided herein.

4. **Compensation.**

LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$32,944.18 including all applicable taxes, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “_____”.

OTHER. _____

5. **Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. **Discrimination and Compliance with Laws**

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Pacific business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification. The Consultant 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 attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant'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 Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'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 CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

13. Insurance. The Consultant 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 Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant 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.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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

1. The Consultant'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 Consultant's insurance and shall not contribute with it.
2. The Consultant'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.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant 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 insurance requirements of the Consultant before commencement of the work.

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Leanne Guier
Mayor
100 – 3rd Avenue S.E.
Pacific, WA 98047

Phone: 253-929-1100
Fax: 253-939-6026

RH2
Attn: Mr. Mitch Legel
111 Main Street, Suite 105
Edmonds, WA 98020

Phone: 425.673.5559
Fax: 425.673.5579

16. Resolution of Disputes and Governing Law.

A. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by mutual good-faith negotiation between the parties in a reasonable time, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, 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 the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions 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 whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document

as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF PACIFIC, WASHINGTON

Universal Field Services , Inc.

By: _____
Leanne Guier
Mayor

By: _____
Name: _____

Date: _____

Title: Vive President

Date: _____

Attest:

By: _____
Amy Stevenson-Ness
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

EXHIBIT A

Scope of Work

Federal funds are participating in the project, particularly in the Right of Way phase, therefore Universal Field Services, Inc. (UFS) will complete all Right of Way services in accordance with the City of Pacific's (City) Washington State Department of Transportation's (WSDOT) approved Right of Way Acquisition Procedures, the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA), WSDOT Local Agency Guidelines – Section 25 (Right of Way Procedures), and the Washington Administrative Code (WAC 468-100) state Uniform Relocation Assistance and Real Property Acquisition. Additional parcels or real property rights other than those shown in Table A will require an amendment to this scope of work and related fee estimate.

This scope of work is based on the following:

- Plan & Profile Drawings created by AHBL. ROW Plans not provided.
- Discussions with City staff.
- Recent tour of the project limits.
- Review of limited public online ownership information.
- Assume there are no occupants or personal property displaced by the project.
- City secures NEPA documentation and clearance (DNS, CE, etc.) on or before June 24, 2016.

1. Preparation and Administration – Universal staff will attend a kick off meeting with the City to obtain further project background and available contact information for the property owners, along with any additional information that will assist in the right of way process. During our project kickoff meeting, Universal's Project Manager (PM) will coordinate communications protocol with the City's PM. Generally we recommend all communications occur directly between both PM's in order to better manage process and issues. We do recognize this arrangement may not always be feasible due to temporary unavailability and urgency. When emailing, we encourage all team members are copied in emails for others to observe and assist as necessary. Methods of communications with the City and property owners will rely on in-person meetings, office and cellular phones, email and facsimile if necessary. We also have an FTP site to transfer large files to any party in need of information.

We will also attend as estimate of up to three (3) progress meetings either by conference call or in person, and provide six (6) monthly progress and tracking reports when invoicing. Progress reporting with the City can be arranged as preferred either in writing or by conference calling.

Universal will provide sample templates for all acquisition documents to the City for review. The City's acquisition documents will be used if made available. All forms and notices will comply with City's standards and in accordance with statutory requirements. Universal will maintain acquisition records in accordance with statutory, regulatory and policy requirements. We anticipate legal descriptions for all the real property rights to be acquired will be provided by the City in advance of completing the Project Funding Estimate component below.

For each parcel impacted, prepare acquisition files to include fair offer letters, notices, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary to complete the work.

Deliverables:

- Attend Project Kickoff Meeting – City office.
- Attend three (3) Progress Meetings – City office.
- Provide six (6) Monthly Progress Reports.
- Coordinate City approval of Acquisition forms for project use.
- Prepare eleven (11) parcel acquisition files.

2. **Title - Ownership Review** – It is assumed the City will provide title reports of all impacted properties shown in Table A below. If requested, Universal will order title reports on the City’s behalf and or any updates and title supplements. Upon receipt of title reports, Universal staff will conduct initial reviews of each report to assess future complications at closing and potential conflicts from utility encumbrances, etc., that may pose obstacles or delays to the acquisition closing process. A Parcel Title Summary Memo for each parcel will be developed listing encumbrances and exceptions with recommendations to the City on how to resolve each.

Deliverables:

- Prepare eleven (11) Parcel Title Summary Memo’s.

3. **Public Outreach** - We suggest introduction letters are sent to property owners letting them know in advance we are your ROW consultant. UFS will assist the City in preparation of a boilerplate “Introduction Informational Letter” for the City’s delivery to all impacted property owners. The letter will describe the purpose of the project, the project schedule; identify the City’s consultants and the purpose of each.

Deliverables:

- Sample “Introduction Informational Letter” for delivery by CITY to all impacted property owners via regular U.S. Mail.

4. **Project Funding Estimate (PFE)** – Universal will subcontract and manage completion of the PFE through our state licensed and experienced WSDOT approved appraiser Mr. Richard Duncan of the “The Granger Company”. The PFE will be prepared in accordance with the City’s approved Right of Way Acquisition procedures, and WSDOT Local Agency Guidelines – Section 25 (Right of Way Procedures). PFE will include the eleven (11) tax parcels as shown in Table A below. Right of Way Plans are required prior to starting the PFE.

Generally, the PFE is a tool to be used for confirming estimated Right of Way costs and primarily for consideration of utilizing the Appraisal Waiver process when the estimated amount of just compensation to property owners is at or below the City’s approved Appraisal Waiver limit and when the acquisition is uncomplicated. Universal will coordinate submittal of the completed PFE to WSDOT for review and acceptance.

As part of the PFE, individual parcel worksheets will be prepared to estimate the amount of just compensation using comparable sales data determined by the appraiser and information obtained from Right of Way plans. All parcel worksheets will be combined into a project summary worksheet for review by the City. For those parcels that qualify for the Appraisal Waiver process, the individual parcel worksheets described above will be converted to Administrative Offer Summary (AOS) worksheets in-lieu of Appraisals. Offers to property owners that are based on AOS worksheets are considered Administrative offers. *(Note: Completion of the PFE is required in order to take advantage of the Appraisal Waiver process. For offers of \$10,000 or more up to \$25,000, property owners must be informed in writing if the offer is not based on an appraisal, and that an appraisal will be provided if requested. This requirement could have a slight impact on the project schedule and budget).*

Deliverables:

- Prepare Project Funding Estimate to include up to eleven (11) tax parcels.

5. **Appraisal / Appraisal Review** – Upon review of the City’s Plan & Profile drawings, it appears all acquisitions seem to be very small with the largest being 50 square feet or less. Due to the minimal or no impact to the remaining use and contemplated land values, it is assumed a Project Funding Estimate (PFE) is the preferred method. We do not believe Appraisal and Appraisal review reports will be required since the City will be able to take advantage of the Appraisal Waiver process. It is

assumed all acquisitions will be below the City's approved Appraisal Waiver limit of \$25,000 and each will be uncomplicated. As such, all offers to property owners will be based on AOS worksheets as described in the PFE process above.

As mentioned above, property owners are entitled to an Appraisal report if they request one for those offers \$10,001 not to exceed \$25,000. If a property owner requests an Appraisal, one must be provided which could affect the ROW schedule and approved budget. In this instance, we will seek an opportunity to reach a reasonable Administrative Settlement to avoid an Appraisal. If Appraisals are needed, we will promptly inform the City for an equitable adjustment relating to scope and the approved budget.

Deliverables:

- None anticipated. Appraisals, if needed, will require an amendment to this scope of work and related fee estimate.

- 6. Present Offers / Negotiations** - Completed AOS worksheets discussed above will be submitted to the City for review and written approval to establish the amount of Just Compensation to each property owner. Upon written approval from the City, Universal staff will prepare each offer package and promptly present offers to owners of each tax parcel shown in Table A below to purchase all the required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible. If negotiations reach an impasse, Universal shall provide the City with written notification. If necessary, Universal will attempt to secure Administrative Settlements or Voluntary Possession and Use Agreements with the owner, allowing the project to move forward and allowing the property owner additional time to negotiate. As a last resort, if the owner is unwilling to agree to a Voluntary Possession and Use Agreement, the file will be transmitted to the City's legal staff for mediation or filing of the condemnation action. Universal can be available to provide technical support for all mediation or condemnation as required.

We do understand the importance of being readily accessible and will make ourselves available to each owner at their home with access to our office, office telephone, cellular phones and email. Universal's Right of Way Specialist will be our primary point of contact with each property owner. Our team's focus will be to sensitively but consistently pursue agreements to avoid delay. We will maintain a concerted effort throughout the life of the project to build and maintain the best public relations with the owners and area stakeholders.

Deliverables:

- Present Offers / Conduct Negotiations.

- 7. Parcel Closing** - Prior to sending a settled acquisition package to the City for payment and closing, Universal will request an update on each title report from the designated Title Company to ensure ownership has not changed and new encumbrances or exceptions have not been recorded. Upon review of updated title information and previously completed Parcel Title Summary Memo, Universal will provide advisory assistance to the City in determining the most appropriate method of closing each transaction. Subject to the City's Title Clearing policies, the method of closing can be completed in-house or through a reputable escrow firm. Typically the title company will also provide escrow services.

In-House Closing – Generally for low risk and uncomplicated title clearing, this method is subject to the City's title clearing policies and amount of acceptable risk. The signed conveyance documents and payment vouchers will be transmitted to the City for approval and processing. Simultaneously, Universal will coordinate with recommendations to the City for taking title to certain exceptions and encumbrances.

Escrow Closing – Generally for higher risk and complicated title clearing, this method will also consider the City’s title clearing policies. The signed conveyance documents together with escrow instructions will be transmitted to the City for approval and signature. Once City approval is received, the transaction package will be delivered to the designated escrow company for closing and recording. Albeit the escrow firm’s responsibility, Universal will work with the Escrow and Title Company in their effort to remove unacceptable exceptions and to obtain title insurance policies for the City.

Deliverables:

- Completed parcel files and records of all Right of Way Acquisition services

8. Right of Way Certification – Since there are federal funds participating in the project, Right of Way Certification will be coordinated and completed through WSDOT Real Estate Services. Right of Way acquisition files will be prepared and completed to the satisfaction of a WSDOT Right of Way review to support federal aid participation. UFS will further coordinate right of way activities with WSDOT’s Northwest Region Local Agency Coordinator, as needed throughout the project.

Deliverables:

- Right of Way Certification form for WSDOT review and approval.

City to provide the following:

1. Preliminary Commitments (Title Reports) for all parcels impacted. If requested, UFS will order title reports or any updates. The title company will bill the CITY directly for each report.
2. Approve designation of the escrow company used for this project. The escrow company will bill the CITY directly for all escrow services provided.
3. Right of Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
4. Legal descriptions in electronic format for all real property rights to be acquired.
5. Form approval, in electronic format, of all legal conveyance documents prior to use (i.e. offer letters, purchase and sale agreements, escrow instructions, easements, deeds, leases and permits).
6. Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.
7. Payment of any and all compensation payments to property owners, escrow services, recording fees, legal services and any incidental costs which may arise necessary to complete each transaction
8. Submit Right of Way Plans and Project Funding Estimate to WSDOT for review and acceptance.

TABLE A				
Parcel Data			Real Property Rights to Acquire	
No.	Tax Parcel No.	Owner/Taxpayer	Fee Simple	Temp Construction Easement
1	335340-0125	Charanjeet, Kaur Bains	X	X
2	359960-0200	Anderson, Scott	X	X
3	335340-0380	Paek, Hwan C. and Nam S.	X	X
4	335340-0635	Campbell, Owen E. Jr.	X	
5	335590-0405	PNW Annual Conference (Church)	X	
6	335590-0590	Snow, Phyllis and Robert	X	X
7	335340-0648	Young, James and Katheryn	X	X
8	335340-0865	Thorpe, Daniel and Dora	X	X
9	335590-0780	Navlet, Mary Jo	X	X
10	885600-3398	Casanova, Ricardo and Dona	X	
11	885600-3710	Emery, Craig C.	X	

Proposed Project Schedule

TASK	Start	Finish
City completes ROW Plans / submits to WSDOT for review and acceptance	4/20/16	4/29/16
Receive Notice to Proceed from City	5/2/16	
City prepares and provides legal descriptions of rights to acquire	5/09/16	6/17/16
Prepare PFE and submit to WSDOT for review and acceptance	5/09/16	6/24/16
City secures NEPA Clearance (CE)	6/24/16	
Prepare AOS Worksheets in lieu-of Appraisals	6/27/16	6/30/16
CITY provides written approvals of AOS offer amounts	6/29/16	7/06/16
Present Offers / Negotiations (<i>assume 11 parcels with minimal impacts</i>)	7/11/16	11/10/16
ROW Certification	11/11/16	11/16/16

Manpower Estimate

Parcel Data			Property Rights to Acquire			Negotiation Hours				
No.	Tax Pcl No.	Owner	Fee Simple	Temporary Construction Easment	Driveway Reconstruction Permit	QA	PM	ROW Specialist	Admin	Mileage
1	335340-0125	Charanjeet	X	X		0.5	2	25	6	90
2	359960-0200	Anderson	X	X		0.5	2	25	6	90
3	335340-0380	Paek	X	X		0.5	5	32	6	90
4	335340-0635	Campbell	X			0.5	2	25	6	90
5	335590-0405	PNW Conference - Church	X			0.5	5	32	6	90
6	335590-0590	Snow	X	X		0.5	2	25	6	90
7	335340-0648	Young	X	X		0.5	2	25	6	90
8	335340-0865	Yhorpe	X	X		0.5	2	25	6	90
9	335590-0780	Navlet	X	X		0.5	2	25	6	90
10	885600-3398	Casanova	X			0.5	2	25	6	90
11	885600-3710	Emery	X			0.5	2	25	6	90
Prepare Parcel Summary Memos for each title report - assume 11 each						0	0	6	11	0
Attend Kick Off Meeting - City Office						3	3	3	3	90
Coordinate CITY approval of sample acquisition documents						0	1.5	0	3	0
Attend three (3) Progress Meetings - City office						0	9	3	0	270
Provide six (6) monthly progress and tracking reports						0	1.5	1.5	6	0
Prepare and manage subconsultant agreement (Appraiser)						1	2.5	0	1	0
Provide PFE Summary Sheet input to the Appraiser						2	1.5	0	0	0
ROW Certification						1	2	2	6	0
						12.5	49	305	96	1350

Fee Proposal

DIRECT SALARY COSTS (DSC)

	<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1	Quality Assurance	12.5	X	\$93.14	=	1,164.25
2	Project Manager	49.0	X	\$74.10	=	3,630.90
3	ROW Specialist	305.0	X	\$60.63	=	18,492.15
4	Sr Administrative Specialist	96.0	X	\$50.53	=	4,850.88
TOTAL DSC =						28,138.18

DIRECT NONSALARY COSTS (DNSC)

Mileage	1350	miles @ \$ 0.540	729.00
Miscellaneous Expenses (see note 4 below)			150.00
TOTAL DNSC =			879.00

SUBCONSULTANTS

Appraiser	Project Funding Estimate (PFE includes 11 AOS worksheets)	3,850.00
Review Appraiser	N/A	
Administrative 2% (Covers B&O Taxes, etc.)		77.00
TOTAL SUBCONSULTANT FEES =		3,927.00

TOTAL ESTIMATED AMOUNT =	32,944.18
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Notes:

- 1.) Universal reserves the right to re-negotiate estimate total if Notice to Proceed not provided within 180 days from the date of this estimate.
- 2.) Mileage to be billed at \$0.540/mile or the approved IRS rate at the time mileage is incurred.
- 3.) See attached "Estimated Hours" worksheet for list of parcels impacted and the real property rights to be acquired from each.
- 4.) Reimbursable miscellaneous expenses, including but not limited to: ferry fees, postage, parking printing, long distance telephone, at cost - no markup.

In addition to Negotiations with property owners, the estimated fee shown above includes administrative Level of Effort as follows:

Coordination with City staff; Project Reporting; Sub-Consultant Management; Consulting with WSDOT; Kick-Off and Progress Meetings with City staff, Quality Assurance support, etc.



Agenda Bill No. 16-034

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: April 11, 2016
SUBJECT: Utility Rate Study – Water, Sewer, Storm

ATTACHMENTS:

- Resolution 2016 – 328
- Agreement with Katy Isaksen & Associates
- Scope of work

Previous Council Review Date:

Background: The City Council has the authority to fix, alter, regulate and control the rates and charges for water, sewer and storm water utilities. RCW 35.67.020; RCW 35.92.010. The rates charged must be uniform for the same class of customers or service and facilities furnished. RCW 35.67.020 (sewer and storm water). There are a number of factors that the Council may consider, in its discretion, in setting the rates, including, but not limited to, those identified in RCW 35.67.020(2)(a) for storm and sewer and RCW 35.92.010 for water. In addition, the City may establish charges for connecting to the water or sewer system (GFC's), to be calculated as set forth in RCW 35.92.025.

The last time the City performed a rate study is unknown. The City has included several long-term capital improvement projects in the Capital Facilities Plan, which will require large capital expenditures and the City will need to obtain revenue bonds. Therefore, it is necessary to hire an outside consultant in order to provide the necessary analysis to ensure that the City has set the utility rates at an appropriate level to ensure that the City can cover projected operation and maintenance expenses.

Summary: The City staff reviewed the qualifications of several consultants with experience in providing utility rate studies for municipalities. Based on the City staff's examination of the consultants' expertise of rate studies and reference checks with previous clients of Katy Isaksen & Associates (the recommended consultant) provided for other cities, the City staff recommends that the Council sign the attached contract with Katy Isaksen & Associates, to perform a utility rate study as described above.

Recommendation/Action: Staff recommends Council approve Resolution No. 2016-328

Motion for Consideration: Move to approve Ordinance No.2016 – 328, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING EXECUTION OF A CONTRACT WITH KATY ISAKSEN & ASSOCIATES. FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE PERFORMANCE OF A UTILITY RATE STUDY FOR WATER, SEWER AND STORM WATER, IN ORDER TO RECOMMEND RATES AND CHARGES FOR WATER, SEWER, AND STORM WATER UTILITIES FOR COUNCIL CONSIDERATION AND ADOPTION.

Budget Impact: None. This project was included in the 2016 budget.

Alternatives: Given that a significant amount of time has passed since the last time the City hired an independent consultant to provide a utility rate study for the City, the City staff strongly recommends that the Council hire an experienced consultant to perform this work.)

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-328

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KATY ISAKSEN & ASSOCIATES, IN THE AMOUNT OF \$4X,000, IN ORDER TO PERFORM A UTILITY RATE STUDY, WHICH SHALL PROVIDE THE COUNCIL WITH RECOMMENDATIONS FOR THE ESTABLISHMENT OF RATES FOR THE WATER, SEWER AND STORM WATER UTILITIES.

WHEREAS The City of Pacific operates three utilities: water, sewer and stormwater; and

WHEREAS The City has a responsibility to generate adequate revenue from these utilities to operate and maintain the utilities and pay any debt required to construct capital improvements for the respective operating funds; and

WHEREAS City staff solicited proposals from firms listed on the Municipal Research Services Center (MRSC roster); and

WHEREAS only two firms submitted proposals;

WHEREAS based on criteria established by city review committee, Katy Isaksen & Associates has been determined to best meet the needs of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1, The Pacific City Council hereby authorizes the Mayor to execute the professional services agreement attached to this Resolution between the City of Pacific and Katy Isaksen & Associates in the amount of \$4X,000.00, for development of a utility rate study.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the 11th day of April, 2016, by and between the City of Pacific, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PACIFIC, WASHINGTON (hereinafter the "CITY")
100 – 3rd Avenue S.E.
Pacific, Washington 98047
Contact: Mayor Leanne Guier Phone: 253-929-1100 Fax: 253-939-6026

and Katy Isaksen & Associates, Inc., a Washington State Sole Proprietorship (describe the type of organization, whether corporation, sole proprietorship, etc.), organized under the laws of the State of Washington, doing business at:

Katy Isaksen & Associates, Inc. (hereinafter the "CONSULTANT")
Address: P.O. Box 30008
City, State, Zip: Seattle, WA 98113

Contact: Ms. Katy Isaksen Phone: 206.706.8893 Fax: 206.706.7702

for professional services in connection with the following Project:

A utility rate study for water, sewer, and storm meeting the requirements of RCW 35.67.020 and RCW 35.92.010. In addition, general facility charges will be calculated conforming to RCW 35.92.025.

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on April 12, 2016, (“Commencement Date”) and shall terminate on December 30, 2016 unless extended or terminated in writing as provided herein.

4. **Compensation.**

LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.

TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$4X,000.00 including all applicable taxes, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.

TIME AND MATERIALS. Compensation for these services shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “_____.”

OTHER. _____

5. **Payment.**

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within thirty (30) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. **Discrimination and Compliance with Laws**

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

Commented [JM1]: If we have to have E&O for the project, the fees will be \$45,000. If it is not required, the fees are \$42,000.

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Pacific business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification. The Consultant 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 attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant'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 Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'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 CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

13. Insurance. The Consultant 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 Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant 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.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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

1. The Consultant'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 Consultant's insurance and shall not contribute with it.
2. The Consultant'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.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant 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 insurance requirements of the Consultant before commencement of the work.

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Leanne Guier
Mayor
100 – 3rd Avenue S.E.
Pacific, WA 98047

Phone: 253-929-1100
Fax: 253-939-6026

Katy Isaksen & Associates
Attn: Ms. Katy Isaksen
P.O. Box 30008
Seattle, WA 98113

Phone: 206.706.8893
Fax: 206.706.7702

16. Resolution of Disputes and Governing Law.

A. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by mutual good-faith negotiation between the parties in a reasonable time, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, 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 the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions 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 whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document

as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF PACIFIC, WASHINGTON

Katy Isaksen & Associates

By: _____
Leanne Guier
Mayor

By: _____
Name: Katy Isaksen

Date: _____

Title: President

Date: _____

Attest:

By: _____
Amy Stevenson-Ness
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney

EXHIBIT A

Scope of Work

This Scope of Work is intended to detail Katy Isaksen and Associates, Inc.'s services and responsibilities in completing Utility Rate Study (Water, Sewer, Storm) for the City of Pacific.

1: Background (Estimated Level of Effort 8 hours)

- Initial Project Meeting – A kickoff meeting with the rate study committee will be held to introduce the team, identify study goals and objectives, confirm schedule and agree on team roles.
- Data Collection – KI&A will develop a list of ideal data to be provided by the City. Typically this is brought to the kickoff meeting to assign roles and discuss staff observations while gathering the data. Data can be emailed, mailed or delivered in hard copy as is easiest for the City.

Task 2: Financial History, Long-Term Debt, Existing Rates and Charges (Estimated Level of Effort 48 hours)

- Summarize the historical financial performance of the water, sewer and storm utilities, focusing on a 3-year summary of system revenues and expenses to indicate whether each utility has been increasing reserves or relying on reserves to meet annual expenditures.
- Document and map the outstanding long-term debt of each utility.
- Identify the financial policies and review for potential areas of conflict between existing policies and the ability to meet the future operating needs, debt and capital improvement scheduling.
- Identify and summarize the existing rates, connection fees and other sources of revenue.
- This task will allow Katy to develop a detailed understanding of Pacific's financial state. A list of observations and questions will be made for review and discussion with staff.

Task 3: Develop Six-Year Rate Outlook (Estimated Level of Effort 48 hours)

- Build spreadsheet rate models to project revenue and expenditures for the six-year planning period, including operations, debt, capital program and reserves.
- Identify key assumptions to drive the projections that can be tested during various scenarios.
- Include known and anticipated revenue and expenditures for the six-year planning period.
- Construct tests to ensure utility meets cash flow needs, debt coverage requirements and target reserve balances.
- Meet with staff to review the draft six-year outlook with existing rates and fees.

Task 4: Capital Funding Alternatives (Estimated Level of Effort 40 hours)

- Summarize the capital improvements identified and the replacement program for the study period.
- Identify the revenue sources available for the capital program and document the anticipated funding method for each capital project or program (e.g. main replacement program, equipment replacement, etc.)
- Determine the rate impact of the capital improvements scheduled, or develop alternatives as necessary to reflect the financial outlook.

Task 5: Cost of Service & Rate Structure Analysis (Estimated Level of Effort = 60 hours)

- The cost of service analysis may not need to be as detailed because the City serves primarily residential customers with limited commercial and no industrial customers. The level of analysis will support the rate design and structure analysis.
- Review the existing rate structure in terms of equity among customer classes and in meeting with each utility's needs.

- Identify alternatives for increasing the equity while avoiding drastic impacts on customers or utility revenue stability.
- Develop appropriate sample customers to be used in evaluating rate structure alternatives, (e.g. average, low and high use customers).
- Run rate scenarios that include the cost, revenue stream, and rate adjustments.
- Develop recommended outlook.

Task 6: Council and Public Process (Estimated Level of Effort = 20 hours)

- Present draft rate outlook to Council at one (1) workshop meeting and one (1) formal Council meeting.

Task 7: Rate Study Report Summary (Estimated Level of Effort = 40 hours)

- Document rate study in a summary report.

Task 8: Project Management (Estimated Level of Effort = 32 hours)

- Refine and agree on study scope and schedule.
- Coordinate with project staff.
- Attend up to four (4) rate study committee meetings.

Project Schedule

A typical initial rate study is scheduled over 3 months plus 1-2 months for alternatives requested by the Council plus time for Council action. This time frame allows time for Katy to gain a full understanding of the City’s financial operations and needs, and to work with staff.

The following schedule is proposed. The schedule can certainly be adjusted to meet the City’s needs and expectations.

2016	APR	MAY	JUN	JUL	AUG
1. Background					
2. History & Existing					
3. Six-Year Outlook					
4. Capital Funding					
5. Rate Structure Analysis					
6. Council & Public					
7. Summary Report					
8. Project Management					

Fee Schedule

Based on a preliminary level of effort to complete the proposed scope of work, the cost is estimated to be \$42,000. As the scope is refined with Pacific, the estimate will also be refined. Some clients have found it useful to include a management set-aside should presentation at additional meetings be required for the Council and public process.

KI&A typically charges an hourly rate with an amount not to be exceeded. Direct expenses incurred for the project will be billed at cost. Typical costs include mileage, overnight delivery, copying or specific supplies (software, binders, etc.) Invoices are emailed in .PDF form monthly.

FINANCIAL ANALYSIS LEVEL OF EFFORT AND BUDGET		\$140.00
City of Pacific - Utility Rate Study (Water, Sewer & Storm)		per Hour
Prepared by Katy Isaksen & Associates, 3/9/16		
Task:	LABOR HOURS	COST ESTIMATE
1. Background	8	
2. History & Existing	48	
3. Six-Year Outlook	48	
4. Capital Funding	40	
5. Rate Structure Analysis	60	
6. Council & Public	20	
7. Summary Report	40	
8. Project Management	32	
	KI&A Project Cost Estimate	\$41,440
	Direct Expenses (mileage, materials, delivery, etc.)	\$560
	Professional Liability Insurance	\$3,000
	Project Not to Exceed	\$45,000

KI&A does not, nor has ever carried professional liability insurance. The option to provide such insurance would be treated as a direct expense to the project. To date, all municipal clients and associated risk managers have excused the requirement.



Agenda Bill No. 16-035

TO: Mayor Guier and City Council Members
FROM: Public Works
MEETING DATE: April 11, 2016
SUBJECT: Senior Center and Community Center Reroofing Project.

ATTACHMENTS:

- Bid Tabulations
- Resolution 2016-329
- Agreement with Bates Roofing, LLC
- Project Plans and Specs

Previous Council Review Date: N/A

Summary: In April 2014, the City submitted an application for a grant to the King County CDBG Board for \$66,700 grant to reroof the senior center, the community center, and the connecting breezeway. The City was awarded \$106,000 for the reroofing project. City staff prepared bidding documents and solicited bids through the builders exchange website. There were two responsive bidders.

Wright Roofing	\$114,164.70
Bates Roofing LLC	\$86,782.04

The staff recommends that the Council execute the contract with Bates Roofing LLC, as the lowest responsible bidder, with a bid of \$86,782.04.

Recommended Action: Staff recommends Council approve Resolution No. 2016-329

Motion for Consideration: "I move to approve Resolution 2016 - 329, A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BATES ROOFING LLC FOR CONSTRUCTION OF NEW ROOFING SYSTEMS FOR THE SENIOR CENTER, THE COMMUNITY CENTER, AND THE CONNECTING BREEZEWAY IN THE AMOUNT OF \$86,782.04."

Budget Impact: If accepted by City Council, the cost of the construction is approximately \$86,782.04. The project will be paid for with a CDBG grant in the amount of \$106,000.00.

Alternatives: None recommended.

100 3rd Avenue Southeast
Pacific, WA 98047



Bid Tabulation

Project: Senior and Community Center Re-Roofing Project

Engineers Estimate

Bates Roofing, LLC
422 23rd Street SE
Puyallup, WA 98372

Wright Roofing
P.O. Box 9339
Tacoma, WA 98490

- Bid Proposal Sheet
- Schedule of Prices
- Addendum 1 Acknowledgement
- Addendum 2 Acknowledgement
- SOQ
- Retainage Selection
- Non-Collision Affidavit
- Bid Bond

- Yes

- Yes
- Yes
- Yes
- Yes
- Yes
- Yes
- Yes
- Yes
- Yes

Item No.	Description	Est. Qty.	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$ 7,500	\$ 7,500	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
2	Remove Structures and Obstructions	1	LS	\$ 1,500	\$ 1,500	\$ 2,500.00	\$ 2,500.00	\$ 1,100.00	\$ 1,100.00
3	Minor Changes	1	F.A.	\$ 2,500	\$ 2,500	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
4	BASE BID - Sr. Center Roof - Low Slope	1	L.S	\$ 15,080	\$ 15,080	\$ 15,080.00	\$ 15,080.00	\$ 30,000.00	\$ 30,000.00
5	BASE BID - Community Center Roof	1	L.S	\$ 41,600	\$ 41,600	\$ 44,800.00	\$ 44,800.00	\$ 43,700.00	\$ 43,700.00
6	BASE BID - Community Center Roof - Low Slope	1	L.S	\$ 2,063	\$ 2,063	\$ 1,780.00	\$ 1,780.00	\$ 11,000.00	\$ 11,000.00
7	BASE BID - Breezeway Roof Replacement	1	L.S	\$ 10,575	\$ 10,575	\$ 9,780.00	\$ 9,780.00	\$ 14,000.00	\$ 14,000.00
8	Roof Sheathing Replacement	100	S.Y.	\$ 5	\$ 500	\$ 2.65	\$ 265.00	\$ 3.00	\$ 300.00
9	Roof Decking Replacement	8	L.F	\$ 20	\$ 160	\$ 6.00	\$ 48.00	\$ 20.00	\$ 160.00
Sub-Total Bid Items 1 - 21					\$ 81,477.50		\$ 79,253.00		\$ 104,260.00
SWA State Sales Tax (9.5%)					\$ 7,740.36		\$ 7,529.04		\$ 9,904.70
GRAND TOTAL					\$ 89,217.86		\$ 86,782.04		\$ 114,164.70

This is to certify that the above is an accurate and complete tabulation of bids received and opened as scheduled by the City of Pacific on March 30, 2016 at 2:00 p.m. Respectfully submitted,
City of Pacific

James J. Morgan, P.E. _____
Date

3/30/2016
Date

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016-329

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE REROOFING OF THE SENIOR AND COMMUNITY CENTERS, WITH BATES ROOFING, IN THE AMOUNT OF \$86,782.04.

WHEREAS, In April 2014, the City submitted a grant to the King County CDBG Board for \$66,700 grant to reroof the senior center, the community center, and the connecting breezeway; and

WHEREAS, the City was awarded \$106,000 for the reroofing project; and

WHEREAS, the City advertised the project in the Daily Journal of Commerce and El Mundo, and received requests from proposals from two contractors; and

WHEREAS, the City Council has determined that Bates Roofing LLC is the lowest responsible bidder;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Pacific City Council hereby authorizes the Mayor to award a Public Works Contract to the Bates Roofing LLC, lowest responsible bidder in the amount of \$86,782.04 for the Reroofing of the Senior and Community Centers.

Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

Passed by the City Council at a Regular Meeting thereof on the 11th day of April, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY

PROPOSAL
CITY OF PACIFIC
SENIOR AND COMMUNITY CENTERS RE-ROOFING PROJECT
CONTRACT NO. CC1501

To: Mayor and City Council
City of Pacific, Washington

Contractor: Bates Roofing, LLC. State License No.: BATESRL945JD

Date: March 30, 2016
Month/Day/Year

Bidder's Declaration and Understanding

The Bidder declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied 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 he has exercised his own judgment regarding the interpretation, of subsurface information and has utilized all data, which he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at 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 he has 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 and without notice by the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, 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 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.

Start of Construction and Contract Completion

The Bidder further agrees that within 15 calendar days of April 14, 2016, he will meet with engineering personnel and begin work no earlier than April 19, 2016, and complete the construction within 25 working days of April 19, 2015, weather permitting.

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
SENIOR AND COMMUNITY CENTERS RE-ROOFING PROJECT**

NOTE: If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
PREPARATION					
1.	Lump Sum	STD	Mobilization \$ <u>Two Thousand Five Hundred + ⁰⁰/₁₀₀</u> (Words) (1-09) Per Lump Sum	L.S.	\$ <u>2500.00</u>
2.	Lump Sum	STD	Remove Structures and Obstructions \$ <u>Two Thousand Five Hundred + ⁰⁰/₁₀₀</u> (Words) (2-02) Per Lump Sum	L.S.	\$ <u>2500.00</u>
OTHER ITEMS					
3.	CALC	STD	Minor Change \$ <u>Two Thousand Five Hundred Dollars</u> (Words) (1-04) Per Estimate	\$2,500.00	\$2,500.00
4.	Lump Sum	SP	BASE BID - Senior Center Roof, Low Slope Replacement \$ <u>Fifteen Thousand Eighty Dollars + ⁸⁰/₁₀₀</u> (Words) (SP) Per Lump Sum	L.S.	\$ <u>15080.00</u>
5.	Lump Sum	SP	BASE BID - Community Center Roof, Steep Slope Replacement \$ <u>Forty Four Thousand Eight Hundred + ⁰⁰/₁₀₀</u> (Words) (SP) Per Lump Sum	L.S.	\$ <u>44800.00</u>
6.	Lump Sum	SP	BASE BID - Community Center Roof, Low Slope Replacement \$ <u>One Thousand Seven Hundred Eighty Dollars</u> (Words) (SP) Per Lump Sum	L.S.	\$ <u>1780.00</u>
7.	Lump Sum	SP	BASE BID - Breezeway Roof, Replacement \$ <u>Nine Thousand Eight Hundred Seventy Dollars</u> (Words) (SP) Per Lump Sum	L.S.	\$ <u>9780.00</u>
8.	100 SF	SP	Roof Sheathing Replacement \$ <u>Two Dollars Sixty Five Cents</u> (Words) (SP) Per Square Foot	\$ <u>2.65</u>	\$ <u>265.00</u>
9.	8 LF	SP	Roof Decking Replacement \$ <u>Six Dollars</u> (Words) (SP) Per Square Foot	\$ <u>6.00</u>	\$ <u>48.00</u>
Sub Total					\$ <u>79253.00</u>
Washington State Sales Tax (9.5 %)					\$ <u>7529.04</u>
TOTAL BID:					\$ <u>86,782.04</u>

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 PACIFIC

**SENIOR AND COMMUNITY CENTERS RE-ROOFING PROJECT
CONTRACT NO. CC1501**

<u>1</u>	<u>3/25/16</u>		
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
<u>2</u>	<u>3/28/16</u>		
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 he/she has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

Bidder: Bates Roofing, LLC

Address: 422 23rd St SE Puyallup WA 98372

Phone Number: 253)473-0675

Signature of Authorized Official: [Signature]

Printed Name and Title: Bill Hogue - Superintendent

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 Washington)
)ss.

COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Bill Hogue signed this proposal, on oath stated that he/she was authorized to execute the proposal and acknowledged it as the Superintendent (title) of Bates Roofing, LLC (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 30th day of March, 2016



Kim Langberg
Notary Public

Kim Langberg
Printed Name

My Commission Expires: 3-4-19

**BIDDER'S QUALIFICATION FORM
CITY OF PACIFIC
SENIOR AND COMMUNITY CENTERS RE-ROOFING PROJECT T
CONTRACT NO. CC1501**

1. Firm Name: Bales Roofing, LLC.
 Firm Address: 422 23rd Ct. SE
Puyallup, WA 98372

2. Telephone No. (253) 473-0675 Fax No.: (253) 579-1997

3. Washington State License No. 1002-1005-377 Expires: 4/20/16

4. Number of years engaged in contracting business under above name: 33

5. Particular types of construction performed by your company: Roofing

6. Gross amount of contracts now on hand: \$ 350,000

7. 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
<u>See Attached</u>			

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

Name	Title	Years of Construction Experience	Availability
Bill Hogue	Superintendent	22	24/7
Chris Cameron	Project Manager	16	24/7

9. List equipment available for anticipated work:

Quantity	Item	General Description, Size, Capacity, Title	Ownership (Own, Rent, Lease)
3	Dump trucks		DWR

10. Bank Reference:

Name, Account Type	Address
Heritage Bank - Commercial	Tacoma, WA

By: [Signature]
(Authorized Signature)

Title: Superintendent

- (1) Any bidder having current outstanding litigation with the City will not be considered responsible and will be rejected by the City.



Commercial – Residential – General Contractor
BATESRL945JO

References

March 2016/Current – Bellarmine Prep

TPO Roofing

Forma Construction **\$147,459**

Dale Harrison 360-754-5788 dale@formacc.com

January 2016/Current – Naches Hatchery

Roof Replacement

WA State Dept. of Fish and Wildlife **\$28,377.70**

Casey Davidson 360-902-8370

January 2016- February 2016 – Wedgewood Cottage Estates

Roof Replacement – Phase 1

Seattle Housing Authority **\$144,000**

Marilyn Westman 206-615-3395 marilyn.westman@seattlehousing.org

December 2015 – January 2016 – Yakima Construction Shop

Metal Roof Replacement

WA State Dept. of Fish and Wildlife **\$95,216**

Casey Davidson 360-902-8370

December 2015/Current – New Auburn Center

EPDM Roofing

Neeley Construction **\$133,203**

Mike O'Brien 253-686-1744

December 2015 – January 2016 – Fire Station (RIT) #92

Roofing and Siding

King County Fire Protection District #44 **\$23,777.97**

Larry McNeeley 360-825-0600

December 2015 – January 2016 – Fire Station #97

Roofing and Siding

King County Fire Protection District #44 **\$50,010.30**

Larry McNeeley 360-825-0600

November 2015/Current – Woodridge Park Apartments

Roof Replacement

King County Housing Authority **\$82,770**

Cristy Thompson 206-574-1232 cristyt@kcha.org



Commercial – Residential – General Contractor
BATESRL945JO

October 2015 – Fire Station #65
Roof Replacement
Marysville Fire District #12 **\$52,056.32**
Darryl Neuhoﬀ 360-363-8503 dneuhoﬀ@marysvillefirewa.gov

September 2015 – January 2016 – Boys and Girls Club of Everett
Roof Replacement
City of Everett – CHIP **\$86,347.72**
Jason Maloy 425-257-7183

September 2015/Current – Woodland North Apartments
Envelope Upgrades
King County Housing Authority **\$143,500**
Cristy Thompson 206-574-1232 crityt@kcha.org

July 2015 – August 2015 – Brookeside Elementary School
Reroof
CIR – Commercial Industrial Roofing **\$95,714**
Katherine 425-423-0900

June 2015 – August 2015 – River Ridge High School
Roofing
Lincoln Construction **\$493,635**
Jamie Tiegs 253-847-6414

May 2015 – August 2015 - Wellswood
Reroof & siding
King County Housing Authority **\$510,551.06**
Fawn Sheets 206-826-5347

May 2015 – August 2015 - John Muir Elementary School
Reroof
Seattle City School District #1 **\$688,163.13**
Steve Cole 425-503-3393

April 2015/Current project – Village at Montreux
Roofing
CDK Construction **\$290,000**
Aaron Besmer 425-788-8441

April 2015 – July 2015 – Woodinville Community Facility
Roofing
State of Washington Department of Social & Health Services **\$73,003**
Curtis Pate 360-407-7913



**Commercial – Residential – General Contractor
BATESRL945JO**

April 2015 – August 2015 – Twanoh State Park
Log repair & roof replacement
Washington State Parks & Recreation **\$351,433.69**
Sanh Ho 360-725-9757

April 2015 – December 2015 – Woodinville High School – Phase 3
Shingle reroof (Malarkey)
Cornerstone General Contractors, Inc. **\$205,000**
Kelsey Lewis 425-481-7497 kelsey@cornerstonegci.com

March 2015 – June 2015 – Castle Rock Admin.
Reroof
Washington State Department of Natural Resources **\$149,821**
Kayloe Dawson 360-902-1203

March 2015 – August 2015 – City of Enumclaw Stevenson-Yerxa, Chamber of Commerce, & Arts Alive
Roof replacement
City of Enumclaw **\$201,603**
Lindsey Winborn 360-615-5723

December 2014 – May 2015 – Pickering Court
Envelope Upgrades: Siding, new roof, insulation, doors, windows entry porches, etc.
King County Housing Authority **\$1,125,500**
Carl Frankel 206-574-1100 carlf@kcha.org

May 2014 – January 2015 – Walnut Park Apartment Buildings
Envelope Upgrades: Siding, windows, insulation, doors, plumbing, paint, and sheetrock
King County Housing Authority **\$397,020**
Hugh Watkinson 206-574-1100 hughw@kcha.org

October 2014 – City of Richland WWTF Digester #1
Roofing upgrades
City of Richland **\$48,375**
Jackie Marshall 509-942-7331

July 2014 – September 2014 – Rock Creek Elementary School
Reroof
Tahoma School District #409 **\$226,000**
Kate Frisbee OAC Services 206-499-5312

**SELECTION OF RETAINAGE OPTION
CITY OF PACIFIC
SENIOR AND COMMUNITY CENTERS RE-ROOFING PROJECT
CONTRACT NO. CC1501**

Contract/Purchase Order Number: _____

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor on estimates during the progress of the work shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

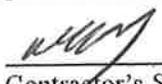
- Retained in a fund by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed;
- Deposited by the Owner in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work is completed, or until agreed to by both parties: Provided that interest on such account shall be paid to the Contractor; or
- Placed in escrow with a bank or trust company by the Owner until sixty (60) days following the final acceptance of said improvement or work is completed. When the monies reserved are to be placed in escrow, the Owner shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Port Orchard shall not be liable in any way for any cost or fees in connection therewith.

Name of Financial Institution

Address of Financial Institution

City, State, Zip Code of Financial Institution

Escrow Account Number



Contractor's Signature

3/30/14

Date

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 272-035H EF
Revised 5/06

Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

Bates Roofing, LLC.
Name of Bidder

certifies that the Disadvantaged Business Enterprise

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Name of DBE Certificate Number	Project Role * (Prime, Subcontractor, Manufacturer, Regular Dealer)	Description of Work	Amount to be Applied Towards Goal **
1. N/A			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ _____

- * Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.
- ** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.
- *** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

DOT Form 272-056 EF
Revised 7/07

City of Pacific
Senior and Community Centers Re-Roofing Project
Contract Documents

P-21

Contract C/C1501
September 2015



Contractors Bonding and Insurance Company
 9025 N. Lindbergh Dr. Peoria, IL 61615
 P.O. Box 3967 Peoria, IL 61612-3967
 Phone: 309-692-1000 Fax: 309-683-1610

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Bates Roofing, LLC
 of Puyallup, Washington
 as Principal, and Contractors Bonding and Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
 do business in the State of Washington, are held and firmly bound unto City of Pacific,
City of Pacific, as Obligee, in the penal sum of
Five Percent (5%) of Total Amount Bid (-----),
 for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
 assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
 proposal or a bid to the Obligee on a contract for Senior and Community Center Re-Roofing Project.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
 therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
 the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
 pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
 obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
 shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
 be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
 (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 30th day of March, 2016.

Bates Roofing, LLC
 Principal

By: [Signature]

Contractors Bonding and Insurance Company

By: [Signature]
 Laura Kovarik Attorney in Fact

ADDRESS ALL CORRESPONDENCE TO:
Contractors Bonding and Insurance Company
 9025 N. Lindbergh Dr. Peoria, IL 61615
 P.O. Box 3967 Peoria, IL 61612
 309-692-1000



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Laura Kovarik, Sonya Tobeck, Robert Tobeck, Paul Dent, Brittany Arneson, Jessica R. Wilkie, jointly or severally

in the City of Bellevue, State of Washington, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of January, 2016.



RLI Insurance Company
Contractors Bonding and Insurance Company
B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 25th day of January, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 30 day of March, 2016.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
B. W. Davis
Barton W. Davis Vice President



CONTRACT

CITY OF PACIFIC SENIOR AND COMMUNITY CENTERS RE-ROOFING PROJECT CONTRACT NO. CC1501

THIS AGREEMENT made and entered into this 11th day of April, 2016, by and between the City of Pacific, a municipality incorporated and existing under the laws of the State of Washington, by its City Council and Mayor, hereinafter called the “City,” and Bate’s Roofing, LLC, hereinafter called the “Contractor.”

WITNESSETH:

Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as **SENIOR AND COMMUNITY CENTERS RE-ROOFING PROJECT**, all in accordance with this Contract and all Contract Documents..

1. The Contract Documents, duly identified in this Section and Section 2 below, together with the Instructions to Bidders, a confirmed copy of the Proposal made by the Contractor on March 30, 2016, and the 2014 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, as modified by Amendments and Special Provisions, The WSDOT Standard Plans, and the City of Pacific Development Guidelines and Standard Details are hereby made a part of this Contract and are mutually cooperative therewith. Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **20 working days** after the Notice to Proceed Date.

Senior and Community Centers Re-Roofing Project ("Project"). The Project is detailed in the Scope of Work and the following additional Contract Documents, which are attached hereto and incorporated herein by reference:

- Project Specifications
- Plans and Contract Drawings
- Selection of Retainage Option
- Payment and Performance Bonds (if not waived by City)
- Statement of Intent To Pay Prevailing Wages
- Affidavit of Wages Paid

2. **Notice to Proceed; Time of Completion.** The Contractor shall commence work within fourteen (14) days after the City issues a written Notice to Proceed, and shall complete the work no later than May 27, 2016. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.

3. Payment.

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed Eighty Six Thousand Seven Hundred Eighty Two and 4/100ths Dollars (\$86,782.04), including applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit monthly invoices for work and services performed in a previous calendar month in a format acceptable to the City. The City shall pay for the portion of the work described in the invoice that has been completed by Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions. **THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.**

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Prevailing Wage. The Contractor shall comply with and pay prevailing wages as required by Chapter 39.12 RCW, as it may be amended in the future. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor must submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from Contractor and all subcontractors

of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of services rendered, Contractor shall submit a "Minimum Wage Affidavit" for themselves and any subcontractors.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

5. Indemnification and Hold Harmless. The Contractor shall protect, defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, risks, injuries, damages, losses, suits, judgments, and attorney's fees or other expenses of any kind arising out of or in any way connected with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the work shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability under this section shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided under this section constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Contract.

6. Compliance with Laws. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 Trench Safety. All trenches shall be provided with adequate safety systems as required by Chapter 49.17 RCW and WAC 296-155-650 and 655. Contractor is responsible for

providing the competent person and registered professional engineer required by WAC 296-155-650 and 655.

8. Utility Location. Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an “excavator” for the purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW including utilization of the “one call” locator system, before commencing any excavation activities.

9. Warranty and Guarantee. Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City's final acceptance of the entire Project. Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. Correction of Defects. Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

11. Change Order/Contract Modification.

11.1 Amendments. This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only in writing, signed by the duly authorized representatives of both parties.

11.2 Change orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the 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. 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 the written change order. If the Contractor fails to require

a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the 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 below.

11.3 Procedure and Protest by Contractor. 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 shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

11.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work, and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

11.5 Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

11.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein 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.

12. Claims. The Contractor shall give written notice to the City of all claims other than change orders within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

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

The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

13. Contractor's Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that he/she has familiarized himself/herself with all existing conditions and other contingencies likely to affect the work, and has made his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

14. Insurance. The Contractor shall procure and maintain for the duration of the Contract, 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, representatives, employees or subcontractors.

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and 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 Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named by endorsement as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional endorsement CG 20 10 01 and 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.

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 operation aggregate limit.

3. Employer's Liability insurance each accident \$1,000,000, Employer's Liability Disease each employee \$1,000,000, and Employer's Liability Disease – Policy Limit \$1,000,000.

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 to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in 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.

3. The City will not waive its right to subrogation against the Contractor. The Contractor's insurance shall be endorsed acknowledging that the City will not waive its right to subrogation. The Contractor's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is made on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

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

E. Verification of Coverage. Contractor shall furnish the 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.

F. Subcontractors. The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

The Contractor's insurance shall contain a clause stating that the coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insured liability. The Contractor's insurance shall be primary insurance with respect to the City, and the City shall be given thirty (30) days' prior written notice of any cancellation, suspension or material change in coverage.

15. Payment and Performance Bonds. (City must check and initial above one of the following boxes.) The City waives does not waive the bond/surety provisions of this section pursuant to RCW 39.04.155(3). If the City waives these provisions then Contractor need not complete this section. If the City does not waive these provisions then Contractor shall provide the following:

Payment and Performance bonds shall be received by the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract, and shall be in a form approved by the City. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries in settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

16. Termination.

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Contractor's insolvency or bankruptcy, or the Contractor's assignment for the benefit of creditors.

B. Termination upon completion of the work. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Exhibit A) and final payment by the City.

C. Rights Upon Termination.

1. Upon termination for any reason, all finished or unfinished reports or documents of the Contractor relating to this Contract shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation for any satisfactory work performed prior to the date of termination, not to exceed the total compensation in Section 3 of this Agreement (together with any approved Change Orders). Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. Termination for Cause or Default. In the event this Contract is terminated by the City for cause, Contractor shall not be entitled to receive any further amounts due under this Contract up to the termination date, until the work specified in the Scope of Work (Exhibit A) is satisfactorily completed, as scheduled. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

17. Attorney's Fees and Costs. If any legal proceeding is brought for the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. General Administration. The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.

19. Ownership of Documents. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any

individual or organization by the Contractor without prior written approval of the City or by court order.

20. Subletting or Assigning of Contracts. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the Contractor must verify that their first tier subcontractors meet the bidder responsibility criteria as written in Chapter 39.04.350 RCW.

21. Relationship of Parties. The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.

22. Nonwaiver of Breach. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

23. Written Notice. All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar 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 Contract.

24. Discrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

25. Term. This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

26. Severability. The provisions of this Contract are declared to be severable. If any provision in this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

27. Public Disclosure. Contractor understands that 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 be disclosed upon a request. Contractor acknowledges that 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 and without notice by the City.

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

Eighty Six Thousand Seven Hundred Seventeen and 4/100ths Dollars (\$86,782.04) with _____ as Surety, to insure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

In the event of litigation, venue shall be within King County, Washington.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PACIFIC:

CONTRACTOR:

BATE’S ROOFING, LLC

Signature: _____
MAYOR, Leanne Guier

Signature: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

Taxpayer ID #: _____

CITY CONTACT:

CONTRACTOR CONTACT:

Print Name: _____

Print Name: _____

Address: _____

Phone : _____

Fax: _____

Contractor License #: _____

(if this is a new contractor or if Contractor has never conducted work with the City, a W-9 form must be attached to this agreement)

CITY OF PACIFIC
PUBLIC WORKS PROJECT
PERFORMANCE BOND

CITY PROJECT #: CC1501
SURETY BOND #: _____
DATE POSTED: _____
PROJECT COMPLETION DATE: _____

RE: Project Name: SENIOR AND COMMUNITY CENTERS RE-ROOFING PROJECT
Owner/Developer/Contractor: Bate's Roofing, LLC
Project Address: 100 3rd Avenue SE Pacific, WA 98047

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
Pacific, Washington, in the sum of _____
(\$ _____), 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 entered into a certain agreement with the
City, to perform the following public works project within the City: SENIOR AND
COMMUNITY CENTERS RE-ROOFING PROJECT; and

WHEREAS, the agreement with the City requires that certain improvements be made as
part of the public works project; and that such improvements be constructed in full compliance
with City standards, and the plans and specifications as required by the City; and

WHEREAS, the agreement with the City requires that the improvements are to be made
or constructed within a certain period of time, unless an extension is granted in writing by the
City; and

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in
effect until released in writing by the City of Pacific, but only after the Principal has performed
and satisfied the following conditions:

A. Conditions.

1. The improvements to be constructed by the Principal include:

Furnish and installing Senior Center Re-Roofing – thermoplastic membrane roofing, approximately 2,320 square feet; Furnish and install Community Center Re-Roofing – composition shingles, approximately 6,400 square feet; Furnish and install Community Center Re-Roofing – thermoplastic membrane roofing, approximately 275 square feet; Furnish and install Breezeway Re-Roofing – metal panel, approximately 1,410 square feet; and Miscellaneous demolition and clean-up.

2. The Principal must construct the improvements to conform to the design, location, materials and other specifications for the indicated site improvements, as required by the City in the above-referenced project. In addition, the Principal must construct the improvements according to the applicable ordinances and standards of the City and/or state statutes, as the same now exist or are hereafter amended.
3. The Principal must have completed all improvements required by the above-referenced conditions, plans and City file within 20 working days which time period shall begin to run from the earlier of April 18, 2016 unless an extension is granted by the City.
4. The Principal must have paid all sums owing to laborers, contractors, mechanics, subcontractors, material-men and suppliers or others as a result of such work for which a lien against any City property has arisen or may arise. The Principal shall indemnify and hold harmless the City of Pacific, its officers, officials and agents from any claim for such payment.
5. The Principal must obtain acceptance by the City of the work completed, all on or before thirty (30) days after the completion date set forth in Section A(3) above.
6. The Principal shall indemnify and hold harmless the City of Pacific, its officers, officials and agents from any claims relating to defect(s) in any of the workmanship entering into any part of the work or designated equipment covered by the contract between the Principal and the City. Once the work has been completed and accepted by the City, and all other conditions of this Bond have been satisfied, this Performance bond will be released and replaced with a two (2) year Maintenance Bond, not to exceed the sum of One Hundred Thirty Thousand One Hundred Seventy Three and 6/100ths Dollars (\$130,173.06), which is not less than one hundred-fifty per cent (150%) of the total contract amount. This hold harmless and indemnification agreement shall survive the expiration of this Bond.

B. Default.

1. If the Principal defaults and does not perform the above conditions within the time specified, then the Surety shall, within twenty (20) days of demand of the City, make a 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 B(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's estimate, limited to the bond amount.

2. In the event the Principal fails to complete all of the above referenced improvements within the time period specified 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 completing the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to complete such improvements.
- C. Corrections. Any corrections required by the City shall be commenced within seven (7) 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 B above.
- D. Extensions and Changes. No change, extension of time, alteration or addition to the terms of the contract or to the work to be performed by the Principal or the specifications accompanying the same shall in any way 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. The Surety hereby agrees that modifications and changes may be made in the terms and provisions of the aforesaid contract without notice to Surety and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation on this Performance Bond in a like amount.
- E. 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 Agreement shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King County Superior Court.

F. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and a Maintenance Bond as described in Section A(6) of this Bond has been submitted to the City, in a form suitable to the City and until released in writing by the City.

DATED this ____ day of _____, 2016 .

**SURETY COMPANY
(Signature must be notarized)**

**DEVELOPER/OWNER
(Signature must be notarized)**

By: _____
Its _____

By: _____
Its _____

Print Name: _____

Print Name: _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF PACIFIC

By: _____
Its: Mayor

Date: _____

APPROVED AS TO FORM:

Carol Morris, City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE
____ Individual (Form P-1)
____ Corporation (Form P-2)

FORM P-2 / NOTARY BLOCK - (Use For Partnership or Corporation Only)

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: _____

(For 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: _____

CITY OF PACIFIC
MAINTENANCE/WARRANTY BOND

Project #: CC1501
Surety Bond #: _____
Date Posted: _____
Expiration Date: _____

RE: Project Name: Senior and Community Centers Re-Roofing Project
Owner/Developer/Contractor: _____
Project Address: 100 3rd Avenue SE Pacific, WA 98047

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 Pacific, Washington, in the sum of _____ dollars (\$ _____), 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 Pacific; 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 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 Agreement shall be governed by the

laws of the State of Washington. Venue of any litigation arising out of this Agreement shall be in King 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 _____, 2016.

**SURETY COMPANY
(Signature must be notarized)**

**DEVELOPER/OWNER
(Signature must be notarized)**

By: _____
Its _____

By: _____
Its _____

Business Name: _____

Business Name: _____

Business Address: _____

Business Address: _____

City/State/Zip Code: _____

City/State/Zip Code: _____

Telephone Number: _____

Telephone Number: _____

CITY OF PACIFIC

By: _____
Leanne Guier, Mayor

Date: _____

APPROVED AS TO FORM:

Carol Morris,
City Attorney

CHECK FOR ATTACHED NOTARY SIGNATURE
____ Individual (Form P-1)
____ Corporation (Form P-2)
____ Surety Company (Form P-2)

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.

Dated: _____

(print or type name)

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

(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: _____



SENIOR AND COMMUNITY CENTERS RE- ROOFING PROJECT

PACIFIC, WASHINGTON

Bid Number CC1501

Prepared by:

City of Pacific
100 3rd Avenue SE
Pacific, Washington 98047

March 2016

**SENIOR AND COMMUNITY CENTERS RE-ROOFING PROJECT
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APPENDIX A: Davis Bacon Wage Rates

ADDENDUM NO. 1
March 25, 2016

City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Senior and Community Centers Reroofing Project

To: All Holders of Contract Documents

This addendum forms a part of the Contract Documents and modifies the original Specifications and Drawings, bid date Thursday, March 30, 2016.

Acknowledge receipt of this addendum on the Bid Proposal. Failure to do so may subject the bidder to disqualification.

This addendum consists of:

One (1) page of text (including this cover sheet) and two (2) revised plan sheets.

REVISIONS TO INFORMATION AND CHECKLIST FOR BIDDERS

1. Page P-1 - Revise the following:

ADVERTISEMENT FOR BIDS

The work covered under this project includes installing:

- Senior Center Re-Roofing – **Thermalplastic Membrane Roofing** ~~torch-down~~, approximately 2,320 square feet;
- Community Center Re-Roofing – composition shingles, approximately 6,400 square feet;
- **Community Center Re-Roofing – Thermalplastic Membrane Roofing, approximately 275 square feet**
- Breezeway Re-Roofing – metal panel, approximately 1,410 square feet;
- Miscellaneous demolition and clean-up.

2. Page P-14 – Revise the following:

SCHEDULE OF CONTRACT PRICES

Use the attached SCHEDULE OF CONTRACT PRICES.

3. Special Provisions 1 - Revise the following:

SECTION 07 31 13, ASPHALT SHINGLES

PART 2 – PRODUCTS

2.1 GLASS-FIBER REINFORCED ASPHALT SHINGLES

- A. Asphalt Fiberglass Shingles: Conforming to ASTM D 3018 Type I – Self-Sealing; UL Certification of ASTM D3462, ASTM D 3161/UL 997 **85-mph** ~~80-mph~~ Wind Resistance and UL Class A Fire Resistance; glass fiber mat base, Ceramically colored/UV resistant mineral surface granules across entire face of shingle; square three tab type.

**SCHEDULE OF CONTRACT PRICES
SENIOR AND COMMUNITY CENTERS RE-ROOFING PROJECT**

NOTE: If a discrepancy between the numerical unit price and the written (words) unit price is found, the written (words) unit price shall control.

Item No.	Estimated Quantity	SP/STD	Description of Item	Unit Price	Amount
PREPARATION					
1.	Lump Sum	STD	Mobilization \$ _____ (Words) (1-09) Per Lump Sum	L.S.	\$ _____
2.	Lump Sum	STD	Remove Structures and Obstructions \$ _____ (Words) (2-02) Per Lump Sum	L.S.	\$ _____
OTHER ITEMS					
3.	CALC	STD	Minor Change \$ <u>Two Thousand Five Hundred Dollars</u> (Words) (1-04) Per Estimate	\$2,500.00	\$2,500.00
4.	Lump Sum	SP	BASE BID - Senior Center Roof, Low Slope Replacement \$ _____ (Words) (SP) Per Lump Sum	L.S.	\$ _____
5.	Lump Sum	SP	BASE BID - Community Center Roof, Steep Slope Replacement \$ _____ (Words) (SP) Per Lump Sum	L.S.	\$ _____
6.	Lump Sum	SP	BASE BID - Community Center Roof, Low Slope Replacement \$ _____ (Words) (SP) Per Lump Sum	L.S.	\$ _____
7.	Lump Sum	SP	BASE BID - Breezeway Roof, Replacement \$ _____ (Words) (SP) Per Lump Sum	L.S.	\$ _____
8.	100 SF	SP	Roof Sheathing Replacement \$ _____ (Words) (SP) Per Square Foot	\$ _____	\$ _____
9.	8 LF	SP	Roof Decking Replacement \$ _____ (Words) (SP) Per Square Foot	\$ _____	\$ _____
Sub Total					\$ _____
Washington State Sales Tax (9.5 %)					\$ _____
TOTAL BID:					\$ _____

ADDENDUM NO. 2
March 28, 2016

City of Pacific
100 3rd Avenue SE
Pacific, WA 98047

Senior and Community Centers Reroofing Project

To: All Holders of Contract Documents

This addendum forms a part of the Contract Documents and modifies the original Specifications and Drawings, bid date Thursday, March 30, 2016.

Acknowledge receipt of this addendum on the Bid Proposal. Failure to do so may subject the bidder to disqualification.

This addendum consists of:

One (1) page of text (including this cover sheet).

REVISIONS TO INFORMATION AND CHECKLIST FOR BIDDERS

The City retained the services of an environmental consultant to test the materials on the Senior Center and Community Center roofs. Test results did not show the presence of asbestos.

Legal Documents

ADVERTISEMENT FOR BIDS

CITY OF PACIFIC SENIOR AND COMMUNITY CENTER RE-ROOFING PROJECT CONTRACT NO. CC1501

Notice is hereby given that sealed bids will be received at the office of the City Clerk for the City of Pacific, 100 – 3rd Avenue SE, Pacific, WA 98047, until 2:00 pm on March 30, 2016, for construction of the SENIOR AND COMMUNITY CENTERS RE-ROOFING PROJECT, Contract No. CC1501. 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 consists of work to be performed within 15 working days from April 14, 2016, and consists of furnishing all materials, equipment, tools, labor, and other work or items incidental theretofore and as generally described as follows:

The work covered under this project includes installing:

- Senior Center Re-Roofing – torch down, approximately 2,320 square feet;
- Community Center Re-Roofing – composition shingles, approximately 6,400 square feet;
- Breezeway Re-Roofing – metal panel, approximately 1,410 square feet;
- Miscellaneous demolition and clean-up.

The Engineer's construction estimate for this project is \$80,000 - \$110,000.

This project is financed through the Community Development Block Grant Program with funds obtained from the U.S. Department of Housing and Urban Development. The contract will be subject to regulations of the Departments of Labor and Housing, and Urban Development.

Attention is called to federal provisions for Equal Employment Opportunity, HUD Section 3 requirements, and the minimum wages as set forth in the contract documents.

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 Pacific, 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 Pacific.

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

The City of Pacific, 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.

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 and without notice by the City.

Plans, specifications, addenda and the bidders list may be viewed and obtained online from the Builder’s Exchange of Washington, Inc. at www.bxwa.com. Click on: “Posted Projects”, “Public Works”, “City of Pacific”, and “Projects Bidding”. Bidders are encouraged to register to ensure they receive automatic email notification of future addenda and to be placed on the bidders list. Registration for the bidders list may be made online, by phoning (425) 258-1303, or at Builder’s Exchange offices at 2607 Wetmore Ave, Everett, WA. The City will not sell bid packages. Bidders may contact James J. Morgan, P.E., of the City of Pacific with questions at (253) 929-1115.

Published in *The Seattle Daily Journal of Commerce*, March 9 and 18, 2016
El Mundo, March 9 and 16, 2016

Federal Contract Requirements

FEDERAL CONTRACT REQUIREMENTS

**U.S. DEPARTMENT OF HOUSING
And
URBAN DEVELOPMENT**

King County
Housing and Community Development
Supplemental Construction Contract Conditions

SUPERSEDING

If there are conflicts between this exhibit and other sections of this bid document/agreement and amendments these Supplementary Conditions shall supersede such sections unless otherwise agreed upon in writing by both parties.

1. PRECONSTRUCTION CONFERENCE

Either before or soon after the actual award of the Contract (but in any event prior to the start to Work at site), the Contractor or his representative, and his subcontractors, shall attend a Preconstruction Conference with representatives of the Owner, the Engineer, or Architect, and the King County Community Development Block Grant Program. The Conference will be held to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed. The date, time, and place of the Conference will be furnished to the Contractor by the Owner or the Architect/Engineer. The Contractor will notify his subcontractors of the Conference and require their attendance.

2. SUBMISSION OF COMPLIANCE DOCUMENTS

A. In order to document his compliance with the King County Community Development Block Grant Program requirements and Federal regulations, the successful Bidder will be required to submit and to require his subcontractors to submit various forms and reports required by the Contract Documents, including but not limited to:

1. HCD Labor Form 3 Contract/Sub-Contract Activity Form;
2. HCD Labor Form 4 Prime Contractor Cert. of Business Status;
3. HCD Labor Form 5 Sub-Contract Agreement for any sub-contracts;
4. HCD Labor Form 6 Sub-Tier Sub-Contract Agreement for any sub-tier sub-contracts;
5. HCD Labor Form 6A List of Subcontractors
6. HCD Labor Form 7 Authorization to Sign Payroll
7. HCD Labor Form 8 Fringe Benefit Form attached to submitted weekly payrolls
8. HCD Labor Form 9 Dept. of Labor Weekly Payroll Form WH347
9. HCD Labor Form 9A Employee Roster Form
10. HCD Labor Form 10 No Work Performed in lieu of Dept of Labor Payroll Form if no work is performed
11. HCD Labor Form 13 Labor Compliance Closeout List
12. HCD Section 3 Form 1 HUD Section 3 re New Hires on contracts over \$100,000
13. HCD – Labor 4.16 Info Form #4 – Unanticipated Discovery Plan (UDP)

B. Contractors and subcontractors will be required to allow interviews with employees on the job during working hours.

3. ACCESS TO RECORDS

The Secretary of HUD, the King County Community Development Block Grant Program, the Comptroller General of the United States, the Owner and any of their duly authorized representatives shall have access to all books, accounts, records, reports, files,

and other papers or property of the Contractor and his Subcontractors pertaining to work performed under this Contractor and his Subcontractors pertaining to work performed under this Contract for the purpose of making surveys, audits, examinations, excerpts, and transcripts. The Contractor shall retain records pertinent to this Contract for a period of six years from the date of termination or completion of this contract.

4. ELIGIBLE SUBCONTRACTORS

The Contractor shall not propose or contract with any person or entity included in the United States Department of Housing and Urban Development Consolidated List of Debarred, Suspended, and Ineligible Contractors and Grantees, or legally prohibited from conducting business in Washington State.

5. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

6. INTEREST OF OWNER'S EMPLOYEES OR OTHER PUBLIC OFFICIALS

No member officer, or employee of King County, or its designees or agents, no member of the governing body of the city in which the Project is located, and no other public official of the city in which the Project is located who exercises any functions or responsibilities with respect to the King County Community Development Block Grant Program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or any subcontract, or the proceeds thereof. The Contractor shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest.

7. CERTIFICATION REGARDING LOBBYING

By signing this contract the undersigned certifies, to the best of his or her knowledge and belief, that:

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

Congress, or an employee of a Member of Congress in connection with this Federal contract grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

8. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- A. The offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- C. As used in this Notice, and in the contract resulting from this solicitation, the covered area is King County, Washington.

9. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

- A. As used in these specifications:
 - 1. "Covered area means the geographical area described in the solicitation from which this contract resulted;
 - 2. "Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

3. "Minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

- B. Whenever the Contractor, or any Subcontractor at any tier, Subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract the excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion, at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - 3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, recruitment source or community organization and of what action was taken with respect to each such individual, If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - 4. Provide immediate written notification to the Director when the union or union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the

Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organization such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer

and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing shall be provided to assure privacy between the sexes. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 15. Document and maintain a record of all solicitations of offers for subcontractors from minority construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected to the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- I. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
- J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

10. COMPLIANCE WITH EQUAL OPPORTUNITY PROVISIONS FOR CONSTRUCTION PROJECTS

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

~~11. SECTION 3~~

- ~~A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.~~
- ~~B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.~~
- ~~C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.~~

- ~~D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.~~

- ~~E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.~~

- ~~F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.~~

12. CERTIFICATION OF NONSEGREGATED FACILITIES

By signing the Bid Proposal, the Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term segregated facilities means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed sub-contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

*Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

13. FEDERAL LABOR STANDARDS PROVISIONS

A. Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

B. Minimum Wages

1. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cost equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed, The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2. Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - b. The classification is utilized in the area by the construction industry; and
 - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
3. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
4. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
5. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (2)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(i) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor Shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(ii) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations, under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-01-40.)

C. Withholding

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

D. Payrolls and Basic Records

1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records

shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1 (b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the cost anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

- a. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
2. Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - a. That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;

- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 3. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A.3.(ii)(b) of this section.
 4. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
 5. The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

E. Apprentices and Trainees

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classifica-

tion shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

F. Trainees

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually

performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

G. Equal Employment Opportunity

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

H. Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

I. Subcontractors

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

J. Contract termination; debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

K. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

L. Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

M. Certification of Eligibility

1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., Federal Housing Administration transactions “, provides in part: “Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any" statement, knowing the same to be false..,shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

N. Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified, or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

O. Contract Work Hours and Safety Standards Act

As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek in any contract in an amount in excess of \$100,000.

2. Violation; liability for unpaid wages; liquidated damages

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages.

In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

3. Withholding for unpaid wages and liquidated damages

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

4. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

5. Health and Safety

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).
3. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. CLEAN AIR AND WATER POLLUTION CONTROL ACTS

The contractor shall comply with all applicable standards, orders, or requirements issued under the Federal Water Pollution Control Act (33 USC 1251 et seq.) the Clean Air Act (42 USC 1857 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Parts 15 and 61) including the following requirements:

- A. The Contractor warrants that any facility utilized in the performance of this agreement is not listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20 as of the date of contract award.
- B. The Contractor will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said sections and all regulations and guidelines issued thereunder.
- C. The Contractor agrees that as a condition for the award of this contract he will notify the owner of the receipt of any communication from the Assistant Administrator of EPA that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities; and will make any such notification promptly prior to contract award.
- D. The Contractor will include or cause to be included the criteria and requirements in paragraphs (1) through (4) of this article in every non-exempt subcontract and will take such action as the United States Government or its agencies may direct as a means of enforcing such provisions.

~~15. SECTION 3 BUSINESS CONCERN REPRESENTATION~~

- ~~A. The offeror represents and certifies as part of its bid/offer that it:~~

- ~~3. Category 2 Business: An entity selected to carry out a HUD Youthbuild program in the metropolitan area, or non-metropolitan county, in which the Section 3 covered funding is expended.~~
- ~~4. Other Section 3 business concern as indicated in (a) above.~~

16. HOLD HARMLESS AND INDEMNIFICATION

Contractor Indemnification of County

- A. This subsection applies to all non-state agencies. The Contractor shall protect, defend, indemnify, and save harmless the County, their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, contractors, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects to the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of RCW, Title 51. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor. To the extent that an Contractor subcontractor fails to satisfy its obligation to defend and indemnify King County, as detailed in XVII, the Contractor shall protect, defend, indemnify and hold harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards or damages arising out of, or in any way resulting from the negligent act or omissions of the Contractor's contractor/subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.
- B. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- C. The Contractor agrees not to perform any acts that include, but are not limited to, use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, that constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice. The Contractor agrees to indemnify the County for any harm resulting from unfair trade practices.
- D. The provisions in this section shall survive the termination and/or duration of the contract term.
- E. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

17. INSURANCE REQUIREMENTS—GENERAL

A. Minimum Limits of Insurance—Capital Projects

The Contractor shall maintain limits no less than, for:

- 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

2. Professional Liability, Errors, and Omissions: \$1,000,000, Per Claim and in the Aggregate.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage if the use of motor vehicles is contemplated
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Stop Gap /Employers Liability: \$1,000,000.
6. Property Insurance: One hundred percent replacement value of funded structure.
7. Contractors Pollution Contractor shall provide Contractor's Pollution Liability coverage in the amount of \$1,000,000 per occurrence and in the aggregate.

B. Minimum Limits of Insurance—Building Construction Period

Prior to commencement of building construction and until construction is complete and approved by the Contractor, the Contractor shall cause the construction contractor and related professionals to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Contract. The Contractor and County shall be named as additional insureds on liability policies except Workers Compensation and Professional Liability and as Named Insureds on Builders Risk policies. The cost of such insurance shall be paid by the Contractor and/or any of the Contractor's contractors/ subcontractors. The Contractor shall maintain limits no less than, for:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate. Endorsement coverage shall be documented and provided on Commercial General Liability Form CG 2010 11/85 or its equivalent.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate
4. *Builder's Risk Insurance: One hundred percent replacement cost value.
5. Workers Compensation: Statutory requirements of the State of residency.
6. Stop Gap or Employers Liability Coverage: \$1,000,000.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

*Builders Risk Insurance does not apply to infrastructure projects that do not have a facility or structural component listed as part of the scope in the project activities.

D. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. All Liability Policies except Professional and Workers Compensation
 - a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor/Contractor in connection with this Contract. Such coverage shall include Products-Completed Operations.
 - b. To the extent of the Contractor's/Contractor's negligence, the Contractor's/Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
 - c. The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Property Coverage Policies
 - a. The County shall be added to all Property Coverage Policies as a loss payee as its interests may appear.
 - b. The County shall be added as a Named Insured as their interests may appear to all Builders Risk policies
3. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 45 days prior written notice has been given to the County.

E. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

F. Verification of Coverage

The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by contractors/subcontractors, as evidence of compliance with the insurance requirements of this Contract, shall be subject to all of the requirements stated herein.

H. Additional Federal Nondiscrimination Requirements

The Contractor shall comply with all applicable federal laws prohibiting discrimination, including the following:

1. Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
2. Section 109 of the HCD Act of 1974, as amended (42 USC 5301);
3. The Americans with Disabilities Act (42 USC 1213; 47 USC 155, 201, 218 and 225); and
4. Section 504 of the Rehabilitation Act of 1973 and regulations at 24 CFR Part 8.

I. Prohibited Discriminatory Actions.

1. The Contractor may not, under any program or activity to which this Contract may apply, directly or through contractual or other arrangements, discriminate on the grounds of age, color, creed, familial status, marital status, nationality, religion, race, sex, sexual orientation, or the presence of any, physical, mental or sensory disability. Discriminatory actions may include but are not limited to the following:
 - a. Denying any person access to facilities, services, financial aid or other benefits provided under the program or activity.
 - b. Denying any person services due to limited English proficiency.
 - c. Providing any person with facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity.
 - d. Subjecting any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity.

- e. Restricting in any way access to or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
 - f. Treating any person differently from others in determining whether the person satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
 - g. Denying any person any opportunity to participate in a program or activity as an employee.
 - h. Failing to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities and failure to remove architectural and communication barriers that are structural in nature in existing facilities, where such removal can be accomplished without difficulty and expense.
2. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of age, color, familial status, nationality, race, religion, sex, or sexual orientation; or mental, physical, or sensory disability; or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular age, color, familial status, nationality, race, religion, sex, or sexual orientation; or the presence of any mental, physical, or sensory disability.
3. The Contractor, in determining the site or location of housing or facilities provided in whole or in part with funds under this Contract, may not make selections of such site or location which have the effect of excluding individuals, denying them benefits, or subjecting them to discrimination on the grounds of age, sex, marital status, familial status, religion, race, creed, color, sexual orientation, nationality, or the presence of any sensory, mental or physical disability; or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the HCD Act or of the HUD Regulations.

J. Employment Projections

In all solicitations under this Contract, the Contractor shall state that all qualified applicants will be considered for employment. The words “equal opportunity employer” in advertisements shall constitute compliance with this Section.

18. SUBCONTRACTS AND PURCHASES

A. Subcontract Defined

“Subcontract” shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term “subcontract” does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

B. Writing Required

Any work or services assigned or subcontracted hereunder shall be in writing and must be approved by the County. The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and their employees and agents, as it is for the acts and omissions of its own employees and agents.

C. Required Contract Terms

The Contractor agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services, which relate to the subject matter of this Contract:

“Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employee, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

D. Debarred Contractors

The Contractor shall not make any award at any time to any contractor, which is debarred, suspended or excluded, from participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension”.

E. Subcontracting Requirements

A Contractor which receives federal funds under this Contract also shall include the following Sections in every subcontract or purchase order for goods and services which are paid for in whole or in part with funds provided under this Contract:

1. The Labor Standards provisions are included in the aforesaid sub-tier contract;
2. The applicable Davis-Bacon wage rates are included in aforesaid sub-tier contract;
3. This Addendum to the contract between contractor and subcontractor is part of the sub- tier contract; and
4. Correction of any infractions of the aforesaid conditions, including infractions by the sub-contractor and any lower tier subcontractors, is a mutual responsibility.

F. Washington State Prevailing Wages

Contractor shall maintain records indicating that the it has paid all employees performing work under this contract in compliance with state prevailing wage rules set forth in Chapter 39.12 RCW.

1. Contractor shall submit to King County, prior to work, copies of Washington State Statement of Intent to Pay Prevailing Wages”.
2. Prior to release of retainage by Owner, “Affidavits of Wages Paid” by all subcontractors shall be submitted to King County as required by RCW 39.12.040. If the Contractor believes that prevailing wage are not required for this project, the Contractor shall provide verification to HCD Community Development that it has consulted with and obtained confirmation from the Washington Department of Labor and Industries that such requirements do not apply and shall submit a signed certification attesting to that fact.
3. If there is a difference between Washington State Prevailing Wages and Federal Davis-Bacon wages, the contractor and all subcontractors shall pay the higher of the two wages.

G. Federal Bid Guarantee and Bond Requirements

1. If the Contractor is subcontracting construction work under this Contract, the subcontract shall require for any construction contracts exceeding \$100,000:
 - a. A bid guarantee from each bidder equivalent to five percent of the bid price;
 - b. A performance bond from the contractor for one hundred percent of the contract price; and
 - c. A payment bond from the contractor for one hundred percent of the contract price. The Contractor may, at its discretion, require any of these requirements on construction contracts of less than \$100,000. The specific requirements for bid guarantees and bonds are at 24 CFR Part 84.48(c) for nonprofit corporations and 24 CFR Part 85.36(h) for municipal corporations and agencies of the State of Washington.
2. The Contractor shall submit to the HCD Project manager all copies of Project bonds demonstrating compliance with this section and elsewhere defined in the Construction Documents.

H. Failure to Comply is Default

Failure by the Contractor to require compliance with the above terms and conditions in subcontracts shall constitute a breach of this Contract.

- I. Fixed Price Procurement –the Contractor agrees to use a more restrictive procurement procedure than that specified in 24 CFR Part 84.40 through 84.48. The Contractor agrees to use only lump sum fixed price contract for all goods and services procured with funds provided under this Contract.

J. Project Funding Sign During Construction

The Contractor shall include the following phrase on a construction sign erected during construction to identify funding sources used for the project:

“Funding for this project was provided by King County’s Community Development Block Grant Program.”

19. CONFLICT OF INTEREST

A. Contractor Covenants

The Contractor covenants that no officer, employee, consultant, elected or appointed official, or agent of the Contractor who exercises any functions or responsibilities in connection with the activities funded in whole or in part under this Contract, herein, or any other person who presently exercises any functions or responsibilities in connection with the activities funded herein, shall have any personal financial interest, direct or indirect, in this Contract. The Contractor shall take appropriate steps to assure compliance with this provision.

B. Non-Disclosure is Grounds for Termination

If the Contractor violates the above provisions or does not disclose other interests required to be disclosed pursuant to King County Code Chapter 3.04, or if the Contractor is a municipal corporation which has adopted an employee code of ethics, and violates the adopted employee code of ethics, the County shall not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination as well as any other right or remedy provided in this Contract or law.

20. RECORD-KEEPING REQUIREMENTS AND SITE VISITS

A. The Contractor shall maintain, for at least six years after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit, at any time, the site of the work and the Contractor’s office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

B. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by the Contract and by applicable law.

C. Additional Federal Nondiscrimination Requirements

The Contractor shall comply with all applicable federal laws prohibiting discrimination, including the following:

1. Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
2. Section 109 of the HCD Act of 1974, as amended (42 USC 5301);
3. The Americans with Disabilities Act (42 USC 1213; 47 USC 155, 201, 218 and 225); and
4. Section 504 of the Rehabilitation Act of 1973 and regulations at 24 CFR Part 8.

D. Employment Projections

In all solicitations under this Contract, the Contractor shall state that all qualified applicants will be considered for employment. The words “equal opportunity employer” in advertisements shall constitute compliance with this Section.

E. Construction Project Requirements

1. Prior to any payment on the project, pre-approval must be received from County staff that federal labor standards and other requirements as described in the Construction Documents have been met. If the Agency pays the Contractor before the County approves, the Contractor will be responsible for any compliance problems.
2. Construction project reporting:
 - a. All documentation and communication regarding this project shall be identified by the HCD Project Activity Number and Project Name.
 - b. The weekly payroll reports and documentation of construction activity and supporting documents for labor compliance shall be submitted to: King County Housing and Community Development, Attn.: Randy Poplock, 401 Fifth Avenue, Suite 510, Seattle, WA 98104 prior to any payment of CDBG funds for work that the Contractor has applied for payment. Upon review and approval of said documents, the Contractor shall be advised by the County that payment can be made.
 - c. The Contractor shall provide documentation to the County at contract/subcontract completion showing that the contract activities were completed in accordance with the Contract.

GENERAL WAGE DECISION

U.S. Department of Labor

The following Federal Davis-Bacon wage rates are made a part of this agreement. The Contractor is responsible for complying with the current Federal wage decision during the construction period.

Special Provisions

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
1. Project information.
 2. Work covered by Contract Documents.
 3. Access to site.
 4. Coordination with occupants.
 5. Work restrictions.
 6. Specification and drawing conventions.
 7. As-built Documentation

1.2 PROJECT INFORMATION

- A. Project Identification: City of Pacific Senior and Community Centers – Re-Roofing Project.
1. Project Location: 100 3rd Avenue SE, Pacific, WA 98047.
- B. Owner: City of Pacific
1. Owner Location: 100 3rd Avenue SE, Pacific, WA 98047.
- C. Preliminary Schedule
1. 8/9/2015: 10am, Optional Bid Walk
 2. 8/14/2015: 4pm, Bidding Questions Due
 3. 8/16/2015: 4pm, Bids Due
 4. 8/19/2015: 11am, Bids Opened
 5. 8/22/2015: 10am, Pre-construction meeting (2 hours)
 6. 9/3/2015: Start of Construction

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. General: The Scope of Work of the Project is defined by the Contract Documents and consists of the following:
1. Protection: Install all protection necessary to prevent damage to building components, grounds and the public.
 2. Provide construction sign.
 3. Testing: Contractor shall conduct necessary testing to obtain warranty outlined. This may include IR/ Moisture testing, Bond peel testing or fastener pull out testing.
 4. Cut existing roofing membrane in 10 foot by 10 foot grid at overlay locations.
 5. Refer to Roofing, Sheet Metal and Fastener schedules for overview of work on Sheets A1.1.
 6. Provide ½ inch cover board and 60 mil PVC fully adhered roofing overlay
 7. Where indicated on the drawings, remove existing roofing assembly and replace.
 8. Provide self adhering underlayment at shingle areas.
 9. Remove and replace existing shingles, underlayments with self adhered underlayment and three tab shingles.
 10. Base bid: Demolish and remove existing coping metal fascia. Furnish and install coping metal fascia to replace existing. N.I.C.
 - a. Alternate: Remove existing coping and cleat metal fascia. N.I.C.
 11. Base bid: Demolish and remove existing edge metal. Furnish and install edge metal to replace existing.
 - a. Alternate: Remove and reinstall existing edge metal.
 12. Remove and reinstall existing downspout.

13. Where indicated, demolish and remove existing scupper. Furnish and install scupper to replace existing.
14. Except where otherwise indicated, reuse existing drain bodies and clamping rings. Furnish and install cast iron strainers to replace existing.
15. Existing equipment screen, N.I.C.
16. At locations indicated, demolish and remove existing drain. Furnish and install drain to replace existing.
17. Where indicated, lift equipment unit to install roofed in sleeper.
18. Base bid: Roof under equipment without lifting unit.
 - a. Alternate: Lift equipment unit where indicated and roof over existing sleeper support.
19. Remove and reinstall metal wall panels to provide base flashing.
20. Existing equipment to remain where indicated. If needed, disconnect and reconnect, raise or move in order to provide the Work. If needed, raise support curb to provide a min. 8 inch base flashing height.
21. Base bid: Demolish and remove existing pipe supports. Furnish and install pipe supports to replace existing.
 - a. Alternate: Remove and reinstall existing pipe supports.
22. Existing curb mounted flue to remain where indicated. If needed, disconnect and reconnect, raise or move in order to provide the Work.
23. Provide rough carpentry, sheet metal, joint sealants and other components where indicated and where necessary to complete the Work.
24. Inspect existing structural members for damage where exposed during the course of the Work. Coordinate and verify inspection procedures and findings with the Owner. Replace water damaged members with like in kind after notifying Consultant and Owner and receiving written approval.
25. Provide other Work shown or noted in the Contract Documents.
26. Remove all construction debris, tools, equipment and construction fencing from site and restore landscaping to current condition.

1.4 PHASED CONSTRUCTION

- A. The Work shall be conducted in one (1) phase

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated by requirements of this Section and as directed by the Owner.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site or adjacent buildings beyond areas in which the Work is indicated. Use of the parking lot as storage in locations approved by CITY.
 1. Limits: Confine construction operations to areas and times established by the Owner.
 2. No construction activities are permitted in area of main entry.
 3. Driveways, Walkways and Entrances: Keep driveways parking garage, loading areas, and entrances/exits serving premises clear and available to Owner, Owner's employees, The Public, and emergency vehicles at all times. Do not use these areas for parking or storage of materials unless approved by the City in advance. Use will be permitted, however limits and extents of use are to be approved by City. City will require that loading dock and other areas area Community Center be cleared from Contractor storage or material prior by 4pm Friday, September 7th in order to avoid issues with a weekend event.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Buildings: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage.

Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

- 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, required exits, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
- 2. Notify the Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- 3. Submit an Access Plan, for review by Owner that indicates proposed means and methods of performing the work under to occupancy restrictions of the Project.
- 4. Stairwells shall be open at the end of each work day. They shall be free of tools and construction debris.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operation established by the Owner.
 - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit Work to hours established by the Owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than five days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - A. Notify Owner not less than five days in advance of proposed disruptive operations.
 - B. Obtain Owner's written permission before proceeding with disruptive operations.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations.

These conventions are as follows:

- 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the

Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specification Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.9 AS-BUILT DOCUMENTATION

- A. The Contractor shall provide to the Owner as-built documentation prior to final payment. Asbuilt documentation is subject to review by Owner or Owner's Representative and may require resubmittal. Contractor shall resubmit until as-built documentation is acceptable to Owner.

PART 2 - EXECUTION (NOT USED)

END OF SECTION

SECTION 02 41 22
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Demolition and removal of selected portions of a building or structure.
- B. Demolition and removal of selected site elements.
- C. Repair procedures for selective demolition operations.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless otherwise indicated.
- B. Remove and Salvage: Detach items from existing construction and deliver them to the Owner, suitable for re-use where indicated.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse in the Work, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 SUBMITTALS

- A. Temporary Roofing: Include Product Data and description of temporary roofing system and tie ins to existing and new roofing system.
- B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Architects and owners, and other information specified.
- C. Proposed dust-control and noise-control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation.
 - 1. Identify options if proposed measures are later determined to be inadequate.
- D. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - 2. Interruption of utility services.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Construction and use of temporary elevators.
 - 5. Locations of temporary partitions, if required, and means of egress.
 - 6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's occupancy of completed Work.
- E. Pre-demolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- F. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Predemolition Conference: Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

1.6 REGULATORY REQUIREMENTS

- A. Comply with authorities having jurisdiction over selective demolition operations, including:
 - 1. Washington Labor and Industries (LNI)
 - 2. Puget Sound Clean Air Agency (PSCLEANAIR)
 - 3. Department of Transportation (DOT)
 - 4. Department of Health (DOH)
 - 5. Environmental Protection Agency (EPA)

1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area.
 - 1. Conduct selective demolition so Owner's operations will not be disrupted.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
 - 3. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- B. Owner assumes no responsibility for condition of areas to be selectively demolished.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Storage or sale of removed items or materials on-site will not be permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- F. Weather Limitations: Proceed with roofing removal preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

1.8 SEQUENCING

- A. Coordinate the sequencing of roofing demolition work with roofing system applicator to ensure that the roofing replacement will promptly follow demolition work.
- C. Provide and install temporary protection during the period between demolition and replacement work.
- D. Take steps necessary to ensure that the building is watertight at the end of each days work and when inclement weather is forecast.

1. Failure to adequately protect the building and its contents from weather will result in the Owner installing temporary protection at the Contractor's expense.

1.9 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 TEMPORARY ROOFING MATERIALS

- A. General: Temporary roofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of membrane roofing system.
- B. Base Sheet Fasteners: Capped head, factory-coated steel fasteners, listed in FM Approval's "Approval Guide."

2.2 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 2. Use a material whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Visit the project to survey existing conditions and correlate with Contract Document requirements indicated to determine extent of selective demolition required.
 1. Perform visual survey accompanied by the Owner or the Owner's Representative.
 2. Mark interface surfaces as required to enable workmen to identify items scheduled for demolition and those scheduled to remain.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict.
 1. Promptly submit a written report to Consultant.
- E. Engage a professional engineer to survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
- C. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
 1. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.
- D. Utility Requirements: Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.3 PREPARATION

- A. Protect existing membrane roofing system that is indicated not to be removed.
- B. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with roofing removal work that could affect indoor air quality or activate smoke detectors in the ductwork.
- C. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
- D. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- E. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
 - 3. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 - 4. Protect existing site improvements, appurtenances, and landscaping to remain.
- F. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment below selective demolition where applicable.
- G. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
 - 1. Provide temporary weathertight enclosure for building exterior.
 - 2. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- H. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise where indicated.
- I. Temporary Shoring: Provide and maintain shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.
- J. Protect building to have roofing removed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from roofing removal operations.

3.4 POLLUTION CONTROLS

- A. Dust Control: Comply with the Owner's and applicable governing environmental protection regulations.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 1. Remove debris from elevated portions of building by enclosed chute, hoist, or other preapproved device that will convey debris to grade level in a controlled descent.

3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated.
- B. Use methods required to complete the Work within limitations of governing regulations.
- C. Proceed with selective demolition systematically, from higher to lower level.
- D. Neatly cut openings and holes plumb, square, and true to dimensions required.
- E. Use cutting methods least likely to damage construction to remain or adjoining construction.
 - 1. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces.
 - 2. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
- F. Do not use cutting torches until work area is cleared of flammable materials.
 - 1. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations.
 - 2. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 - 3. Maintain adequate ventilation when using cutting torches.
- G. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
- H. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
- I. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- J. Dispose of demolished items and materials promptly.
- K. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- L. Existing Facilities: Comply with building manager's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.
- M. Removed and Salvaged Items: Comply with the following:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning, identifying contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area where so indicated.
 - 5. Protect items from damage during transport and storage.
- N. Removed and Reinstalled Items: Comply with the following:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Paint equipment where indicated.
 - 3. Reinstall items in locations indicated.
 - 4. Comply with installation requirements for new materials and equipment.
 - 5. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- O. Existing Items to Remain: Protect construction to remain against damage and soiling during selective demolition.
 - 1. When permitted by Consultant, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.
- P. Roofing: Remove no more existing roofing than can be covered in one day by new roofing.

3.6 EXISTING BASE FLASHINGS

- A. General: Notify Owner each day of extent of roofing tear-off proposed for that day.
 - 1. Remove existing base flashings around parapets, curbs, walls, and penetrations. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counter flashings that are to remain. Replace metal counter flashings damaged during removal with counter flashings specified in Division 07 Section "Sheet Metal Flashing and Trim." If not indicated in Specifications provide replacement flashing of same metal, weight or thickness, and finish.

3.7 SUBSTRATE CONDITION

- A. All rotted or deteriorated wood shall be removed and replaced. Fastener heads shall be recessed into the wood surface.
- B. If broken or loose fasteners that secure panels to one another or to structure are observed or if substrate appears or feels inadequately attached, immediately notify Owner's Representative. Do not proceed with installation until directed by Owner's Representative.
- C. If substrate surface is not suitable for receiving new roofing or if structural integrity of substrate is suspect, immediately notify Owner's Representative. Do not proceed with installation until directed by Owner's Representative.

3.8 TEMPORARY ROOFING MEMBRANE

- A. Install temporary roofing membrane and tie-ins approved by roofing manufacturer at locations of roofing removal.
- B. Remove temporary roofing membrane before installing new roofing membrane.

3.9 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Promptly replace items demolished that were not so scheduled to the satisfaction of the Owner.
- C. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 - 1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
- D. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
 - 1. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 - 2. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
- E. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.10 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials and dispose of at designated spoil areas on Owner's property.
- D. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.11 CLEANING

- D. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations.
- E. Return adjacent areas to condition existing before selective demolition operations began.

3.12 SELECTIVE DEMOLITION SCHEDULE

- A. Existing Construction to Be Removed: Remove existing construction where indicated. Remove existing construction as required to install the Work.
 - 1. Existing construction as indicated and as needed to complete the Work.
 - 2. Other construction where shown or noted on the Drawings and where specified in the Project Manual.
- B. Existing Items to Be Removed and Reinstalled: Items and/or construction requiring temporary removal and/or disconnection, modification, etc. to remain a part of the Work.
 - 1. Existing construction as indicated and as needed to complete the Work.
 - 2. Other construction where shown or noted on the Drawings and where specified in the Project Manual

END OF SECTION

SECTION 06 10 00
ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wood blocking and nailers.
 - 2. Wood-preservative-treated lumber.
 - 3. Fasteners.
 - 4. Other, as indicated.

1.2 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements.

1.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
 - 1. Wood-preservative-treated wood.

1.4 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Codes and standards: In addition to complying the pertinent codes and regulations of governmental agencies having jurisdiction, unless otherwise specifically directed or permitted by the Owner's Representative, comply with:
 - 1. "Product Use Manual" of the Western Wood Products Association for selection and use of products included in that manual.
 - 2. "Standard Specifications for Grades of California Redwood Lumber" of the Redwood Inspection Bureau for Redwood, when used.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver the materials to the job site and store, in a safe area out of the way of traffic, and stored off the ground surface.
- B. Identify framing lumber as to grades. Sort and store each grade separately from other grades.
- C. Use care in off-loading of lumber to prevent damage, splitting, and breaking of materials.

PART 2 - PRODUCTS

2.1 GRADE STAMPS

- A. Identify framing lumber by the grade stamp of the West Coast Lumber Inspection Bureau, or such other grade stamp as is approved in advance by the National Design Specification (N.D.S.).
- B. Identify other materials of this Section by the appropriate stamp of the agency approved on advance by the N.D.S.

2.2 WOOD PRODUCTS, GENERAL

- A. Certified Wood: Materials shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship" for the following:
 - 1. Miscellaneous lumber.
- B. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Provide dressed lumber, S4S, unless otherwise indicated.
 - 3. Minimum dimension for any individual piece shall be 24", unless otherwise indicated.
- C. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including blocking and nailers.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber, douglas fir, pressure treated where indicated.

2.4 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWWA U1; Use Category UC3b. Preservative chemicals shall be acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 15 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items where indicated, and as follows:
 - 1. Wood that is less than 18 inches above grade.
 - 2. Wood on concrete.
 - 3. Exposed curbs, equipment support bases, and similar members related to exposed lumber that is not chosen for appearance.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Provide hot-dip galvanized fasteners except where stainless steel fasteners are indicated or as required to prevent dissimilar metal from coming in contact.
 - 2. Nails shall be ring-shank.
 - 3. Where rough carpentry is exposed to weather, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
- B. Power-Driven Fasteners: ICC-ES ESR-1539.
- C. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Selection of lumber pieces:
 - 1. Carefully select the members.

2. Select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing, and will allow making of proper connections.
 3. Cut out and discard defects that render a piece unable to serve its intended function.
 4. The Owner or Consultant may reject lumber, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
- B. General:
1. In addition to framing operations normal to the fabrication and erection indicated on the Drawings, install wood blocking and backing required for the work of other trades.
 2. Set horizontal; and sloped members with crown up.
 3. Do not notch, cut, or bore members for pipes, ducts, or conduits, or for other reasons except as shown on the Drawings or as specifically approved in advance by the Owner's Representative.
 4. Pre-drill holes where indicated in the Contract Documents.
- C. Bearings:
1. Make bearings full unless otherwise indicated on the Drawings.
 2. Finish bearing surfaces on which structural members are to rest so as to give sure and even support.
 3. When framing members slope, cut or notch the ends as required giving uniform bearing surface.
- D. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking and similar supports to comply with requirements for attaching other construction.
- E. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- F. Do not splice structural members between supports unless otherwise indicated.
- G. Comply with AWWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- H. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 2. ICC-ES ESR-1539 for power-driven fasteners.

3.2 FASTENING

- A. Nailing:
1. Penetrate wood substrates 1-1/4 inch or 3/4 inch through, unless otherwise noted or required.
 2. Nail without splitting wood.
 3. Pre-bore as required or indicated on the Contract Drawings.
 4. Remove split members and replace with members complying with the specified requirements.
- B. Wood Screws: Pre-drill as needed to prevent splitting wood.
- C. Lag Screws: For lag screws, pre-bore holes same diameter as root of threads, enlarging holes to shank diameter for length of shank.
- D. Bolts: Pre-drill holes prior to installing bolts.

3.3 CLEANING

- A. Do not allow sawdust, dust, and debris to accumulate. Sweep surfaces clean on a daily basis.
- B. Remove excess materials from job site and clean surfaces, including roof.
- C. Survey site and building grounds for scattered fasteners and debris to prevent and damage.

END OF SECTION

SECTION 07 31 13

ASPHALT SHINGLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Asphalt shingles.
 - 2. Underlayment.
 - 3. Accessories.

1.2 RELATED SECTIONS

- A. Section 07 62 00 – Sheet Metal Flashing and Trim; for sheet metal incorporated into the work of this Section.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed product and for each color and blend specified.
- C. Product test reports.
- D. Research/evaluation reports.
- E. Maintenance data.
- F. Warranties: Sample of special warranties.

1.4 QUALITY ASSURANCE

- A. Fire-Resistance Characteristics: Where indicated, provide asphalt shingles and related roofing materials identical to those of assemblies tested for fire resistance per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
 - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.
- B. Preinstallation Conference: Conduct conference at Project site.

1.5 WARRANTY

- A. Special SureStart Warranty: Standard transferable form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 30 years from date of Substantial Completion
 - 2. Algae-Discoloration StreakFighter Warranty Period: Asphalt shingles will not discolor 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Asphalt Fiberglass Shingles: Conforming to ASTM D 3018 Type I – Self-Sealing; UL Certification of ASTM D3462, ASTM D 3161/UL 997 80-mph Wind Resistance and UL Class A Fire Resistance; glass fiber mat base, Ceramically colored/UV resistant mineral surface granules across entire face of shingle; square three tab type.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide XT30 Shingles; Certainteed or comparable product by one of the following:
 - a. Atlas Roofing Corporation.
 - b. Elk Premium Building Products, Inc.; an ElkCorp company.
 - c. Or approved equals.

1. Algae Resistance: Granules treated to resist algae discoloration.
 2. Color and Blends: As selected by Consultant from manufacturer's full range.
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

2.2 UNDERLAYMENT MATERIALS

- A. Self-adhering waterproofing membrane composed reinforcement impregnated and coated with SBS-modified asphalt.
1. Basis-of-Design Product: Subject to compliance with requirements, provide WinterGuard Granular Waterproofing Shingle Underlayment or approved equal.
 2. Thickness: 60 mils.
- B. Self-Adhering Flashing: Minimum of 30- to 40-mil- thick, slip-resisting, polyethylene-film reinforced top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release paper backing; cold applied.
1. Thermal Stability: Stable after testing at 240 degrees F; ASTM D 1970.
 2. Low-Temperature Flexibility: Passes after testing at minus 20 degrees F; ASTM D 1970.

2.3 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; stainless-steel or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch- diameter, ring shank, sharp-pointed, with a minimum 3/8-inch- diameter flat head and of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 inch through OSB or plywood sheathing.
1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Underlayment Nails: Stainless-steel, or hot-dip galvanized-steel wire, ring shank, with low profile capped heads or disc caps, 1-inch minimum diameter.

PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

- A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. Single-Layer Underlayment: Install on roof decks, with a slope greater than 4:12, parallel with and starting at the eaves. Lap sides a minimum of 6 inches over underlying course. Lap ends a minimum of 6 inches. Stagger end laps between succeeding courses at least 72 inches. Fasten with underlayment nails.
1. Install fasteners at no more than 36 inch on center.

3.2 ASPHALT SHINGLE INSTALLATION

- A. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- B. Install starter course layer along lowest roof edge, consisting of two overlapping layers of starter shingles.
- C. Install first and remaining courses of asphalt shingles across roof deck with manufacturer's recommended 4-course shingle pattern.
- D. Fasten asphalt shingle strips with a minimum of five roofing nails located according to manufacturer's written instructions.
1. Seal asphalt shingles with 1" asphalt roofing cement spots, four places per shingle.

- E. Open Valleys: Cut and fit asphalt shingles at open valleys, trimming upper concealed corners of shingle strips. Widen exposed portion of open valley 1/8 inch in 12 inches from highest to lowest point.
- F. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

END OF SECTION

SECTION 07 54 00

THERMOPLASTIC MEMBRANE ROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes furnishing and installation of the following:
 - 1. Fully adhered thermoplastic membrane roofing overlay system.
 - 2. Completed system shall include all flashings, accessories, terminations, and other construction necessary to provide a leak-free, ponding-free roofing system.
- B. Prior to submitting bids for the project provide and coordinate pull tests performed by the manufacturer's technical representative. Testing shall be performed on walls and in the field of the roof. Base bid on fastener and adhesive ribbon spacing required to meet or exceed wind uplift requirements and comply with Contract Documents.

1.2 RELATED REQUIREMENTS

- A. Section 07 22 00 "Roof and Deck Insulation;" for insulation and cover board.
- B. Section 07 62 00 "Sheet Metal Flashing and Trim;" for additional requirements, including shop drawing requirements, for membrane-clad metal.
- C. Section 07 92 00 "Joint Sealants;" for additional requirements for sealants specified in this Section.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: At least two working days prior to starting the application of the roofing system and insulation, conduct and coordinate a preinstallation meeting with Owner, Consultant, Installer including personnel directly responsible for the installation, manufacturer's representative, and installers whose work interfaces with or affects the Work of this Section including installers of roof accessories.
 - 1. Provide all Submittals for approval a minimum of (7) days prior to preinstallation meeting.
 - 2. Ensure a clear understanding of the Contract Documents.
 - 3. Provide on-site inspection and acceptance of the roofing substrate and pertinent structural details relating to the roof system.
 - 4. Coordinate the work of the various trades involved in providing the roofing system and other components secured through the roofing.
 - 5. The Contractor shall attend the conference with personnel directly responsible for the installation of roofing, cover board, insulation, flashing and sheet metal work, plumbing, and the roofing materials manufacturer. Conflicts shall be resolved in writing.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work. Include flashings, tie-ins, edges, terminations, expansion joints, penetrations and joints. Provide shop drawings for assemblies indicated below.
 - 1. Flashing terminations.
 - 2. Layout and quantity of walkway pads. Include plans, dimensions, connection to roof, and relationship to adjacent roofing appurtenances.
 - 3. All membrane-clad sheet metal configurations.
 - 4. Layout of crickets including, but not limited to, slope, heights from drain, connections/securement to structural deck.
- C. Samples for Initial Selection: For the following products:
 - 1. Membrane-clad metal.

- D. Samples for Verification: Samples of each primary component to be used in the roofing system including, but not limited to, the following:
 - 1. Membrane roofing, of color specified.
 - 2. Membrane-clad metal, of each condition in colors selected.
 - 3. Flashing materials.
 - 4. Sealant, 11 ounce tubes.
 - 5. Fasteners, each type used.
- E. Certificates: Signed by manufacturer certifying that installer is a factory authorized certified applicator in good standing with the manufacturer and is qualified to perform the specified work and able to receive the required warranties.
- F. Certifications: A Five Year Work history data of successful warranted installations similar to that of this Project.
- G. Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - 1. Submit evidence of compliance with performance requirements.
- H. Certificates: By manufacturers of roofing and accessory materials that all materials supplied comply with all requirements of the identified ASTM and industry standards or practices.
- I. Certificates: From the Applicator that the system specified meets all identified code and insurance requirements as required by the Specification.
- J. Test Reports: UL Class A Fire Resistance approval.
- K. Field quality-control reports.
- L. Sample Warranties: Sample copies of manufacturer and contractor warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Manual
- B. Warranty Documentation.
- C. As-builts.

1.6 EXTRA STOCK MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
 - 1. Furnish one 6'-0" long roll of roofing material.
 - 2. Furnish six 11 ounce tubes of sealant.

1.7 QUALITY ASSURANCE

- A. Standard Test Methods for Fire Tests of Roof Coverings: Class A; UL 790
- B. Manufacturer Qualifications: Qualified manufacturer with staff available for the Project to provide site visits, with inspections and written reports, performed by a technical representative of the roofing membrane manufacturer at the intervals below. Contractor to coordinate manufacturer site visits and field reports.
 - 1. Pre-installation meeting.
 - 2. Final inspection for issuance of warranty by a technical representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes.
 - 3. Contractor to submit copies of reports to the Consultant within 7 days of the site visit.
- C. Installer Qualifications: Qualified firm that is authorized by the membrane manufacturer prior to execution of agreement with minimum five years of documented experience as a certified applicator to install manufacturer's products for the specified warranty.
 - 1. Installer personnel trained and authorized by the manufacturer shall complete all work pertaining to the installation of the Work of this Section, including membrane and flashings.

2. Use adequate amounts of such qualified workmen who are thoroughly trained in the crafts and techniques required to properly install the type of roofing system specified and other work required to complete the Work specified and within the specified time.
- D. Source Limitations: Obtain components for membrane roofing system from same manufacturer as membrane roofing or approved by membrane roofing manufacturer. Each component of roofing system shall be by single manufacturer and shall not vary on the Project.
- E. Suitability of Contract Documents: Verify that the Contract Documents are workable and not in conflict with the manufacturers' recommendations and instructions prior to the start of the Work.
 1. Start of the Work constitutes acceptance of project conditions and requirements.
- F. Thermoplastic membrane roofing and associated Work shall be in compliance with NRCA recommendations. Where requirements of the Contract Documents are more stringent, the more stringent shall apply.
- G. Moisture Survey: Submit prior to installation, results of a non-destructive moisture test of roof system completed by approved third party. Utilize one of the approved methods:
 1. Infrared Thermography
 2. Nuclear Backscatter

1.8 REGULATORY REQUIREMENTS

- A. Conform to Building Code for roof assembly, fire hazard requirements and balance of requirements on the Project.
- B. Conform to applicable City, County, State, and Federal requirements.
- C. The applicator shall submit evidence that the proposed roof system meets the requirements of the local building code and has been tested and approved or listed by the following test organizations. These requirements are minimum standards and no roofing work shall commence without written documentation of the system's compliance.
 1. Factory Mutual Research Corporation (FM) - Norwood, MA: Class 1-60.
 2. Underwriters Laboratories, Inc. - Northbrook, IL: Class A assembly
- D. Conform to the requirements of the following regulatory agencies:
 1. OSHA
 2. EPA
 3. Local City and County Authorities
- E. The Contractor shall be responsible for obtaining all necessary permits for demolition of existing roof and installation of new roofing. Coordinate the required government inspections with the local authorities.

1.9 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the Project site in manufacturer's original, unopened packages and containers bearing the manufacturer's name and label, and the following information:
 1. Product name or title of material.
 2. Manufacturer's stock number and date of manufacture.
 3. Contents by volume, for pigment and vehicle constituents.
 4. Installation/application instructions.
 5. Color name and number.
 6. Handling instructions and precautions.
 7. VOC content.
- B. Handle all materials to prevent damage. Place all materials on pallets and fully protect from moisture.
- C. Membrane rolls shall be stored lying down on pallets and fully protected from the weather with clean canvas tarpaulins. Un-vented polyethylene tarpaulins are not accepted due to the accumulation of moisture beneath the tarpaulin in certain weather conditions that may affect the ease of membrane weldability.

- D. Do not overload roof. Load goods so as not to cause structural damage or failure, or create a safety hazard.
- E. All adhesives shall be stored at temperatures between 40 degrees F and 80 degrees F unless manufacturers require more stringent temperature limits.
- F. All flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow precautions outlined on containers or supplied by material manufacturer/supplier.
- G. All materials which are determined to be damaged by the Consultant, Owner or the manufacturer are to be removed from the job site and replaced at no cost to the Owner.
- H. Keep storage area neat and orderly.

1.10 FIELD CONDITIONS

- A. Only as much of the roofing as can be made weathertight each day, including all flashing and detail work, shall be installed. All seams shall be cleaned and heat-welded before leaving the job site that day.
- B. All work shall be scheduled and executed without exposing the interior building areas to the effects of inclement weather. The existing building and its contents shall be protected against all risks.
- C. All surfaces to receive new materials shall be dry. Should surface moisture occur, the Applicator shall provide the necessary equipment to dry the surface prior to application. Do not apply roofing to damp or wet substrate.
- D. All new and temporary construction, including equipment and accessories, shall be secured in such a manner as to preclude wind blow-off and subsequent roof or equipment damage.
- E. Uninterrupted waterstops shall be installed at the end of each day's work and shall be completely removed before proceeding with the next day's work. Waterstops shall not emit dangerous or unsafe fumes and shall not remain in contact with the finished roof as the installation progresses. Contaminated membrane shall be replaced at no cost to the Owner.
- F. Certain membranes are incompatible with asphalt, coal tar, heavy oils, roofing cements, creosote and some preservative materials. Such materials shall not remain in contact with the specified membrane. The Contractor shall consult the manufacturer regarding compatibility, precautions, and recommendations.
- G. Arrange work sequence to avoid use of newly constructed roofing as a walking surface or for equipment movement and storage. Where such access is absolutely required, the Applicator shall provide all necessary protection and barriers to segregate the work area and to prevent damage to adjacent areas. A substantial protection layer consisting of plywood over membrane or plywood over insulation board shall be provided for all new and existing roof areas which receive rooftop traffic during construction.
- H. Prior to and during application, all dirt, debris and dust shall be removed from surfaces by methods approved by the manufacturer.
- I. The Applicator shall conduct fastener pullout tests in accordance with the latest revision of the SPRI/ANSI Fastener Pullout Standard to verify condition of deck/substrate and to confirm expected pullout values.
- J. Apply materials within the range of ambient and substrate temperatures recommended by the roofing manufacturer.
- K. The Contractor shall verify that all roof drain lines are functioning correctly (not clogged or blocked) before starting work. Contractor shall report any such blockages in writing to the Consultant for corrective action prior to roof system installation.
- L. Do not apply roofing membrane during inclement weather.
- M. Do not apply roofing membrane to damp surface.

1.11 WARRANTY

- A. Warranty, General: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Manufacturer Single Source Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system including components that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Twenty (20) years from date of Substantial Completion.
 - 2. Accidental Puncture Rider: Warranty shall provide coverage for accidental puncture for up to 8 billed repair hours per year for the life of the warranty.
- C. Installer Warranty: Installer's workmanship warranty in which installer agrees to repair or replace components of membrane roofing system including, but not limited to, roofing, flashing or metal, that fail in materials or workmanship within the specified warranty period. Repair or replacement shall also include insulation, cover board, and accessory products.
 - 1. Warranty Period: Five (5) years from date of Substantial Completion.
 - 2. The bonding company must also cover the first year warranty.
 - 3. Warranty shall include all corrective actions necessary to repair damage to the roof membrane and components caused by roof leaks or improper application
 - 4. Warranty shall cover damage to building and contents resulting from failure to resist penetration of water.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Only submitted and approved materials shall be utilized.
- B. The components of roof system are to be products of one roofing system manufacturer. Components not supplied by the manufacturer shall be approved by the manufacturer for inclusion in the warranty, and be approved by the Consultant.

2.2 PERFORMANCE CRITERIA

- A. Energy Performance: Provide roofing system that is listed on the DOE's ENERGY STAR "Roof Products Qualified Product List" for low-slope roof products.
- B. Wind Uplift Performance: Provide assembly meeting FM 1-60 requirements.

2.3 MANUFACTURERS

- A. In other Part 2 Articles, the following requirements apply to product selection:
 - 1. Products: Subject to compliance with requirements, provide one of the products specified or approved equal.

2.4 THERMOPLASTIC MEMBRANE

- A. PVC Sheet: ASTM D 4434, Type III, fabric reinforced containing Ketone Ethylene Ester (KEE) polymer (Elvaloy).
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide JM PVC – 60 mil MIN; Johns Manville or approved equal.
 - 2. Thickness: 60 mils minimum; ASTM D751.
 - 3. Exposed Face Color: White.
- B. Membrane Performance Criteria: Criteria for thermoplastic roofing membrane includes, but is not limited to the following:

1. Cracking: Greater than 25,000 hrs (@7x magnification); ASTM G154
2. Cracking: Greater than 25,000 hrs (@7x magnification) ; ASTM G154
3. Breaking Strength: 91 percent; ASTM D751/3045
4. Elongation 94 percent; ASTM D751/3045
5. Thickness over Scrim: 26 mils minimum; ASTM D7635
6. Linear Dimensional Change: 0.24 percent max.; ASTM D1204
7. Change in Weight after Immersion in Water: 0.12 percent max.; ASTM D570 modified
8. Breaking Strength: 361 lb/in minimum; ASTM D751
9. Elongation at Break: 30 percent minimum; ASTM D751
10. Seam Strength: 100 percent of breaking strength minimum; ASTM D751
11. Tear Resistance: 110.6 lbf/in minimum; ASTM D751
12. Low Temperature Bend: Pass at -40 degrees F; ASTM D2136
13. Static Puncture Resistance: Pass; ASTM D5602
14. Dynamic Puncture Resistance: Pass; ASTM D5635
15. Solar Reflective Index: 108 minimum; ASTM E1980
16. Solar Reflectance: 0.86 minimum; ASTM A1918
17. Solar Emittance: 0.86 minimum; ASTM E408
18. Felt backing and thermoplastic membrane shall be one component.
19. Factory welds are not permitted for field membrane.

2.5 AUXILIARY MEMBRANE ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.
 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Thermoplastic Membrane Flashing: Manufacturer's standard sheet flashing of same material, thickness, and color as PVC sheet membrane. Sheet flashing type to be manufacturer's membrane for fully-adhered installation.
- C. Membrane Clad Metal: Manufacturer's G90 hot dip galvanized steel with manufacturer's thermoplastic membrane laminated on one side.
 - a. G90 Galvanized Steel: 24 gauge.
 - b. 20 mil unreinforced membrane laminated on one side.
 - c. Color: Match membrane roofing.
- D. Bonding Adhesive: Manufacturer's standard, water based.
- E. Sealant: Manufacturer's standard, one-part urethane sealant.
- F. Membrane Cleaner: Manufacturer's solvent cleaner for the removal of contaminants from the membrane.
- G. Slip Sheet: Manufacturer's standard, of thickness required for application.
- H. Termination Bars: Manufacturer's standard, predrilled stainless steel termination bars, approximately 1 by 1/8 inch thick; with anchors. Formed steel shall be pre-punched with holes every 1 inch on center to allow various fastener spacing options.
- I. Wormgear Clamp: 100 percent type 316 stainless steel wormgear clamp.
- J. Fasteners: Factory-coated corrosion resistant steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening membrane and components to substrate, and acceptable to membrane roofing system manufacturer.
 - a. Wood Fasteners: Stainless steel no. 11 self-tapping fasteners sized to penetrate the underlying wood 1-1/4 inch.
- K. Pipe Supports: Copper B-Line; Dura-Blok Rooftop Supports, or approved equal.
 - a. Provide base, slotted metal channels, and components to secure piping.
- L. Membrane Walkway Pads: Manufactured or recommended by membrane manufacturer.
 1. JM PVC Walkpad.

2. Color: To be selected by Owner from manufacturer's full range.
- M. Miscellaneous Accessories: Provide pourable sealers, flashing adhesive, vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, aluminum tape and other accessories.

PART 3 - EXECUTION

3.1 GENERAL

- B. Install thermoplastic membrane roofing system with positive slope to drains, free of standing (ponding) water.

3.2 SUBSTRATE CONDITION

- A. Contractor shall be responsible for acceptance or provision of proper substrate to receive roofing materials. This includes and testing (Moisture or adhesive bond strength) required to obtain warranty.
- B. Contractor shall verify that the work done under related sections meets the following conditions:
 1. Roof curbs and nailers are properly secured and prepared to receive roofing materials.
 2. All surfaces are smooth and free of dirt, debris and incompatible materials.
 3. All surfaces are free of standing water and visible moisture.
- C. All rotted or deteriorated wood shall be removed and replaced. Deck type and attachment shall conform to local code requirements. Fastener heads shall be recessed into the wood surface.
- D. Broken, delaminated, wet or damaged insulation or cover boards shall be removed and replaced.
- E. The substrate shall be clean, smooth, dry, free of flaws, sharp edges, loose and foreign material, oil and grease and be structurally sound. Sharp ridges, other projections and accumulations of bitumen above the surface shall be removed to ensure a smooth surface before roofing. Roofing shall not start until all defects have been corrected.
- F. Pull-out Tests: Perform pull-out tests to determine appropriate rate and type of fastener installation in presence of manufacturer's technical representative.

3.3 PREPARATION

- A. Prepare existing roof according to roofing system manufacturer's published instructions, applicable recommendations of the roofing manufacturer, and requirements in the Contract Documents.
- B. Demolish and remove existing flashings including base flashing, penetration flashing, flashing at drains and other flashing indicated and as required for installation of overlay roofing.
- C. Disable existing roof membrane by cutting a minimum 10 foot x 10 foot grid pattern. "Skin" existing membrane at substrate.
- D. Prime existing cap sheet to prepare for recover application.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.4 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Compare Manufacturer's written instructions to those within this Section and to those of Contract Drawings. Notify Consultant immediately with any contradictions. Contractor to proceed with Work only after approval by Consultant.
- B. Adhere membrane roofing over area to receive roofing and install according to membrane roofing system manufacturer's written instructions.
 1. Install roofing in compliance with manufacturer's published instructions.
 2. Install sheet according to ASTM D 5036.
 3. Install membrane roofing free of wrinkles.
- C. Start installation of roofing membrane in presence of membrane roofing system manufacturer's technical representative.

- D. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply to surfaces and at rate required by manufacturer before installing membrane roofing. Do not apply to splice area of membrane roofing.
- F. In addition to adhering, mechanically fasten membrane roofing securely at base of wall, penetrations, drains, curbs, perimeter of roofing and where indicated. Predrill holes where fastening into concrete.
- G. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
- H. Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.
- I. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring.

3.5 MECHANICALLY ATTACHED ROOFING INSTALLATION

- A. Compare Manufacturer's written instructions to those within this Section and to those of Contract Drawings. Notify Consultant immediately with any contradictions. Contractor to proceed with Work only after approval by Consultant.
- B. The surface of the insulation or substrate shall be inspected prior to installation of the roof membrane. The substrate shall be clean, dry, free from debris, and smooth with no surface roughness or contamination. Broken, delaminated, wet or damaged insulation or cover boards shall be removed and replaced.
- C. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.
- D. Attach membrane with fasteners according to manufacturer's and Factory Mutual's requirements, for field, perimeter and corners. Mechanically attach wall flashings. Use adhesive where required. Fasteners shall penetrate concrete blocks, wood and steel decking (top flutes) 1-1/4 inch minimum or as required by the manufacturer.
- E. Tack welding of membrane of full or half-width rolls for purposes of temporary restraint during installation on windy days is not permitted.
- F. Install fasteners and plates along the edge of the membrane on the fastening line at spacing as required by manufacturer.
- G. Fasteners shall be installed using the fastener manufacturer's recommended torque-sensitive fastening tools with depth locators.
- H. Fasteners and types shall be tested and determined by the manufacturer's technical representative prior to the start of construction to determine pull-out resistance and appropriate fastener type. Based on these results the frequency of the fasteners may be required to be increased to meet the manufacturer's requirements and shall be part of the Base Bid.
- I. Apply membrane roofing with laps shingled with slope of roof deck.
- J. Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.
- K. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring.
- L. Around all perimeters, at the base of walls, drains, curbs, vent pipes, or any other roof penetrations, fasteners and plates shall be installed according to manufacturer's perimeter rate of attachment for the specified wind uplift.

3.6 HOT-AIR WELDING

- A. Seam overlaps shall be 3 inches wide when automatic machine welding and 4 inches wide when hand welding.
- B. Hand-welded seams shall be completed in two stages. Hot-air welding equipment shall be allowed to warm up for at least one minute prior to welding.
 - 1. The back edge of the seam shall be welded with a narrow but continuous weld to prevent loss of hot air during the final welding.
 - 2. The nozzle shall be inserted into the seam at a 45 degree angle to the edge of the membrane. Once the proper welding temperature has been reached and the membrane begins to “flow,” the hand roller is positioned perpendicular to the nozzle and pressed lightly. For straight seams, the 1-1/2 inch wide nozzle recommended for use. For corners and compound connections, the 3/4 inch wide nozzle shall be used.
- C. Machine welded seams are achieved by the use of Manufacturer’s automatic welding equipment. When using this equipment, Manufacturer’s instructions shall be followed.
- D. Correct welds display failure from shearing of the membrane prior to separation of the weld.
 - 1. Minimum passing weld, machine weld: 1-1/2 inch.
 - 2. Minimum passing weld, hand weld: 1-1/2 inch.

3.7 QUALITY CONTROL OF WELDED SEAMS

- A. The Applicator shall check all welded seams daily for continuity using a rounded screwdriver.
- B. Visible evidence that welding is proceeding correctly is smoke during the welding operation, shiny membrane surfaces, and an uninterrupted flow of dark gray material from the underside of the top membrane.
- C. On-site evaluation of welded seams shall be made daily by the Applicator at locations as directed by the Consultant, Owner or manufacturer’s representative.
- D. A minimum of one inch wide cross-section samples of welded seams shall be taken at least three times a day.
- E. Correct welds display failure from shearing of the membrane prior to separation of the weld.
- F. The Consultant may take seam cut test samples randomly during application. The contractor shall fully cooperate and repair test samples and identified deficiencies promptly.
- G. Each test cut shall be patched by the Applicator at no extra cost to the Owner.

3.8 BASE FLASHING INSTALLATION

- A. All flashings shall be installed concurrently with the roof membrane as the job progresses.
- B. No temporary flashings shall be allowed without the prior written approval of the Consultant and manufacturer. Approval shall only be for specific locations on specific dates. If any water is allowed to enter under the newly completed roofing, the affected area shall be removed and replaced at the Applicator's expense. Flashing shall be adhered to compatible, dry, smooth, and solvent-resistant surfaces. Use caution to ensure adhesive fumes are not drawn into the building.
- C. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- D. Remove existing flashings a minimum 12 inches from base flashings.
- E. All flashings shall be installed concurrently with the roof membrane in order to maintain a watertight condition as the work progresses.
- F. Apply bonding adhesive per manufacturer’s instructions. Adhesive shall be applied in smooth, even coats with no gaps, globs or similar inconsistencies. Do not apply to seam area of flashing.
- G. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet lashing. All interior and exterior corners and miters shall be cut and hot-air welded into place. No bitumen shall be in contact with the membrane. Penetration flashing shall be field fabricated tight to penetration.

- H. Install fasteners plates and fasteners into the base of parapets, walls and curbs.
- I. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- J. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars fastened at 6 inches on center.
 - 1. Coordinate flashing with counterflashing installation.
- K. Terminate and seal top of sheet flashings at penetrations passing through the membrane; anchor at top with a wormgear clamp.
 - 1. Coordinate flashing with umbrella installation.
- L. All flashings shall extend a minimum of 8 inches above roofing level. All flashings that exceed 30 inches in height shall receive additional securement. See Contract Drawings for additional securement.

3.9 MEMBRANE CLAD EDGE METAL FLASHING

- A. Install flashings concurrently with the roof membrane as the job progresses. No temporary flashings shall be allowed with the prior approval of the Design Professional or the Manufacturer. Acceptance shall only be for specific areas on specific dates. Should water intrusion occur at newly completed roof membrane due to incomplete flashings, the affected area shall be removed and replaced at the Applicator's expense.
- B. Space adjacent sheets of membrane clad metal flashing 1/4 inch apart. Cover joint with 2 inch wide aluminum tape centered over joint. Hot-air weld a minimum 4 inch wide strip of flashing membrane over the taped joint.
- C. Fasten cleat 8 inches on center. Attach edge metal to 20 gauge galvanized sheet metal continuous cleat.
- D. Extend face of edge metal 4 inches minimum below roof deck and 4 inches minimum onto horizontal roofing surface.
- E. Fasten edge metal 3 inches on center staggered with ring-shank nails.
- F. Hem edges in contact with membrane.

3.10 MISCELLANEOUS MATERIALS

- A. Protection Layer: Install protection layer over completed membrane in accordance with membrane manufacturer's recommendations in all areas where wood sleepers, pipe supports, pavers or similar are to be installed on the roof membrane.
- B. Pipe Supports: Install pipe supports where indicated and where necessary to support piping. Secure piping to pipe support in accordance with manufacturer's written instructions and recommendations.

3.11 TEMPORARY CUT-OFF

- A. All temporary waterstops shall be constructed to provide a 100 percent watertight seal.
- B. The waterstop shall be sealed to the deck and/or substrate so that water will not be allowed to travel under the new or existing roofing.
- C. If inclement weather occurs while a temporary waterstop is in place, the Applicator shall provide the labor necessary to monitor the situation to maintain a watertight condition.
- D. The edge of the membrane shall be sealed in a continuous heavy application of manufacturer approved sealant.
- E. When work resumes, the contaminated membrane shall be cut out. All sealant, contaminated membrane, insulation fillers and other components of waterstop shall be removed from the work area and properly disposed of off-site. None of these materials shall be used in the new work.
- F. If any water is allowed to enter under the newly-completed roofing, the affected area shall be removed and replaced at the Applicator's expense.

3.12 PERMANENT CUT-OFF

- A. Tie into existing roofing per NRCA and manufacturer's recommendations to ensure a watertight system.

3.13 CLEANING

- A. Remove and dispose of roofing debris on a daily basis. Protect all newly installed roof surfaces.
- B. Clean all contaminants generated by roofing work from building and surrounding areas, including, but not limited to, adhesives, sealants and coatings.
- C. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- D. Repair or replace components of roofing system and finished surfaces damaged or defaced due to the Work of this Project; comply with recommendations of manufacturers of components and surfaces.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional Work with specified requirements.
- F. Prior to final inspection, contractor shall clean the roof membrane to permit inspection of all seams.
- G. Contractor is responsible for the cleaning and removal of all debris or residue that is tracked from existing roof areas to the installed thermoplastic membrane.

3.14 CLOSEOUT ACTIVITIES

- H. Final Roof Membrane Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Consultant.
 - 1. Notify Consultant and Owner 48 hours in advance of date and time of inspection.
 - 2. Substantial Completion: A "no-defect" final roof membrane inspection report is required prior to the Contractor requesting the Substantial Completion review

3.15 PROTECTION

- I. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.
- J. All landscaped areas and adjacent construction damaged by construction activities shall be repaired at no cost to the Owner.

3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Owner shall engage a qualified third party testing agency to perform tests and inspections.
- B. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.

END OF SECTION

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Formed low-slope roof sheet metal fabrications.
 2. Formed roof drainage sheet metal fabrications.
 3. Formed steep-slope roof sheet metal fabrications.
 4. High temperature self-adhering flashing.
 5. Joint sealants associated with sheet metal flashing.
 6. Other sheet metal as indicated.

1.2 RELATED REQUIREMENTS

- A. Section 07 92 00 "Joint Sealants;" for procedural and administrative, product and execution requirements for joint sealants referred to in this Section.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: A preinstallation meeting shall be held at the project site prior to commencement of field installation to establish procedures to maintain required working conditions and to coordinate this Work with related and adjacent Work. Verify that final details comply with current recommendations published in SMACNA's "Architectural Sheet Metal Manual" and NRCA's Roofing and Waterproofing Manual. Meeting attendees shall include representatives for the Owner, Consultant, inspection firm, Contractor, sheet metal contractor and installers of related and adjacent Work.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
1. Identification of material, thickness, weight, and finish for each item and location in Project.
 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 4. Details of termination points and assemblies, including fixed points.
 5. Details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction.
 6. Details of perimeter conditions.
 7. Details of specialized conditions including saddles, transitions and terminations in sheet metal flashing.
 8. Details of connections to adjoining work.
 9. Detail formed flashing and trim at a scale of not less than 3 inches per 12 inches.
- C. Samples: for Initial Selection: For each type of sheet metal flashing and accessory indicated with factory-applied color finishes involving color selection.
1. 6" square samples of specified sheet metal materials to be exposed as finished surfaces.
 2. 12" long samples of factory-fabricated products exposed as finished Work. Provide complete with specified factory finish.
 3. One 11 oz. tube of each specified sealant.

4. Two samples each of proposed fasteners and accessories to be used.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
 1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
 2. Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches long and in required profile. Include fasteners and other exposed accessories.
 3. Accessories and Miscellaneous Materials: Full-size Sample.
- E. Qualification Statements: For qualified fabricator.
- F. Warranty: Sample of special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Installer Qualifications: Engage an experience Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- C. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
- D. Copper Sheet Metal Standard: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 1. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Consultant specifically approves such deviations in writing.
 2. Build mockup of each fabrication, including, but not limited to, saddles, coping, reglet and counterflashing, approximately 10 feet (3.0 m) long, including inside corners, outside corners, supporting construction cleats, seams, attachments, underlayment, and accessories.
 3. Locate mockups on-site in the location and of the size indicated or, if not indicated, as directed by Consultant.
 4. Notify the Owner and the Consultant one week in advance of the dates and times when mockups will be constructed.
 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 6. Obtain Consultant's approval of mockups before start of final unit of Work.
 7. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- F. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing installation.

1.8 WARRANTY

- A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.
- B. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace sheet metal flashing and trim that does not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE CRITERIA

- A. General: Sheet metal flashing assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction.
 - 1. Completed sheet metal flashing shall not rattle, leak, or loosen, and shall remain watertight.
- B. Install systems to allow movement of components without causing buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subjected to 100-year seasonal temperature ranges.
- C. Thermal Movements: Provide sheet metal flashing that allows for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change (Range): 120 degrees F, ambient; 180 degrees F, material surfaces.
- D. Install specialized, custom fabricated, sheet metal saddles for waterproof performance at terminations and transitions of sheet metal flashing and trim such as multi-plane intersects, and:
 - 1. Where indicated.
 - 2. Where constructed conditions will not provide watertight performance without saddles.
- E. Install specialized, custom fabricated, sheet metal saddles for waterproof performance at terminations and transitions of construction components such as multi-plane intersects, and:
 - 1. Where indicated.
 - 2. Where constructed conditions will not provide watertight performance without saddles.
- F. Contractor shall inspect transitions and terminations to make Project watertight. Contract Documents indicate design intent and may not indicate all instances where saddles apply. Field verify locations where saddles are required.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. Metallic- (Kynar-) Coated Steel Sheet: Restricted flatness steel sheet, metallic coated by the hot-dip process and repainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality.
 - 2. Exposed Coil-Coated Finish:

- a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.
- 3. Location: Copings.
- 4. Color: As selected by Consultant from manufacturer's full range.
- C. Metallic-Coated Steel Sheet: Restricted flatness steel sheet, metallic coated by the hot-dip process.
 - 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation; structural quality.
 - 2. Finish: Smooth, flat and bonderized for painting.
 - 3. Locations: For use with all roofing sheet metal, unless otherwise indicated.
 - 4. Prime all surfaces of bonderized metal.
 - 5. Paint: Paint exposed surfaces of bonderized metal in accordance with Section 09 91 13 "Exterior Painting."

2.3 HIGH TEMPERATURE SELF-ADHERING FLASHING

- A. High temperature self-adhering flashing, polyethylene faced: ASTM D 1970, min. of 30 mils thick; slip-resisting, polyethylene-film-reinforced top surface laminated to butyl rubber adhesive, with release-paper backing; cold applied.
 - 1. Products: Grace Ultra; W.R. Grace Construction Products or approved equal.
- B. Primer: Manufacturer's recommended primer for improved adhesion to substrates.

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Solder for Zinc-Coated (Galvanized) Steel: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead or Grade Sn60, 60 percent tin and 40 percent lead.
- C. Concealed Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
 - 1. Subject to compliance with requirements, provide ADCO GT-106; ADCO or approved equal.
 - 2. Provide pre-shimmed butyl sealant tape between sheet metal laps, at concealed locations, and where indicated.
- D. Exposed Sealants: Elastomeric Sealant ASTM C 920, elastomeric polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
 - 1. Refer to Section 07 92 00 – Joint Sealants.
- E. Concealed Sealant: ASTM C 1311, single-component, non-curing, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
 - 1. Subject to compliance with requirements, provide ADCO BP-300; ADCO or approved equal.
 - 2. Provide butyl sealant between sheet metal laps, at concealed locations, and where indicated.
- F. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.
- G. Sealing Washers: Stainless steel backed EPDM washers.

2.5 FASTENERS

- A. Annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item. Nails to be secured into wood shall be annular threaded.
- B. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.

1. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory applied coating.
 2. Blind Fasteners: High-strength stainless-steel rivets suitable for metal being fastened.
- C. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Type 304 stainless steel.
1. Provide Type 304 stainless steel fasteners where fastening through pressure treated wood.
- D. Fasteners for Zinc-Coated (Galvanized) Steel Sheet Metal to Zinc-Coated (Galvanized) Steel Sheet Metal Components: No.10, hot-dip galvanized sheet metal screws equipped with sealing washers.
- E. Drive Pin Anchors: Subject to compliance with requirements provide Zamac Nailin; Powers Fasteners or approved equal.
1. Body: Zamac alloy, mushroom.
 2. Pin: Type 304 stainless steel.
- F. Fastener Length: Fasteners shall be sized to penetrate substrate not less than 1-1/4 inches or not less than 3/4 inch through wood substrates.

2.6 REGLETS

- A. Reglets: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory mitered and -welded corners and junctions with interlocking counterflashing on exterior face, of same metal as reglet.
1. Material: Galvanized steel, 24 gauge.
 2. Finish: Mill with manufacturer's standard color coating.

2.7 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
1. Sheet metal components requiring fabrication must have shop drawings submitted and approved prior to fabrication and delivery to the project site. Materials delivered to the project site without the required Consultant's approval shall be immediately removed from the site and not incorporated into the completed Work.
 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 3. Obtain field measurements for accurate fit before shop fabrication.
 4. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
 6. Field verify dimensions prior to fabrication.
 7. Solder sheet metal prior to application of finish.
 8. Flashings shall have minimum 4 inch vertical back leg and 2 inch overlap at exposed side.
- B. Materials delivered to the project site without the required Consultant's approval shall be immediately removed from the site and shall not be incorporated into the completed Work.
- C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to specified tolerance.
- D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.

- E. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- G. Seams: Solder all seams watertight with the exception seams of prefinished metals including those coil-coated, seams requiring movement and seams otherwise indicated in the Contract Documents.
 - 1. Fabricate nonmoving seams with flat-lock seams. Pop rivet pieces together at 1 inch on center prior to soldering. Tin edges to be seamed, form seams, and solder. Sweat solder the lap. Solder rivet holes watertight.
- H. Coil-Coated Seams: Fabricate nonmoving seams with flat-lock seams. Lap seams 4 inches and seal in a full bed of butyl sealant. Apply butyl sealant so it does not ooze out of seam. Rivet joints at 1 inch on center. Apply polyurethane sealant over rivets.
- I. Form pieces to a minimum length of 8 feet with the exception of pieces with a total length of less than 8 feet.
- J. Form pieces to maximum length of 10 feet.
- K. Corners: Sheet metal corner flashing shall be fully soldered to form one watertight piece.
- L. Hem exposed edges on underside 1/2 inch.
- M. Fabricate head flashing, sill flashing and similar with end dams soldered/welded watertight.
- N. Provide drip edges where indicated on the Contract Drawings.
- O. Provide 4 inch minimum wide horizontal flanges, where dimension is not indicated on Contract Drawings.

2.8 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Copings: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 10-foot- (3-m-) long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, seal, and solder or weld watertight. Fabricate from the following materials:
 - 1. Galvanized Steel: 24 gauge.
- B. Counterflashing and Flashing Receivers: Fabricate from the following materials:
 - 1. Galvanized Steel: 24 gauge.
- C. Edge Metal: Fabricate from the following materials:
 - 1. Galvanized Steel: 24 gauge.

2.9 ROOF DRAINAGE SHEET METAL FABRICATIONS

- B. Parapet Scuppers: Fabricate scuppers of dimensions required with closure flange trim to exterior, 4 inch wide wall flanges to interior, and base extending 4 inches beyond cant or tapered strip into field of roof. Fabricate from the following materials:
 - 1. Galvanized Steel: 24 gauge.

2.10 FORMED STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Valley Flashing: Fabricate from the following materials:
 - 1. Galvanized Steel: 24 gauge.
- B. Eave, Rake Flashing: Fabricate from the following materials:
 - 1. Galvanized Steel: 24 gauge.
- C. Counterflashing: Fabricate from the following materials:
 - 1. Galvanized Steel: 24 gauge.
- D. Flashing Receivers: Fabricate from the following materials:
 - 1. Galvanized Steel: 24 gauge.
- E. Roof-Penetration Flashing: Fabricate from the following materials:

1. Galvanized Steel: 24 gauge.
- F. Cleats: Fabricate from the following materials:
 1. Galvanized Steel: As indicated on Drawings, but not less than 22 gauge.
- G. Saddles: Fabricate from the following materials:
 1. Galvanized Steel: 24 gauge.

2.11 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Saddles, Transitions, and Terminations in Sheet Metal Flashing and Trim: Fabricate from the following materials:
 1. Roofing Related Flashing: Galvanized steel 24 gage, unless otherwise noted.
- B. Provide specialized, custom fabricated, sheet metal saddles for waterproof performance at terminations and transitions of sheet metal flashing and trim and construction components such as multi-plane intersects, and:
 1. Where indicated.
 2. Where constructed conditions will not provide watertight performance without saddles.
 3. Contractor shall inspect transitions and terminations to make Project watertight. Contract Documents indicate design intent and may not indicate all instances where saddles apply. Field verify locations where saddles are required.
- C. Fabricate saddles with diverters, minimum 1/2 inch high by 1 inch deep at multi-plane intersects and where indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of the Work.
 1. Verify compliance with requirements for installation tolerances of substrates.
 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 HIGH TEMPERATURE SELF-ADHERING FLASHING INSTALLATION

- B. High Temperature Self-Adhering Flashing: Install self-adhering sheet flashing, wrinkle free.
 1. Apply primer where required by manufacturer and as necessary to achieve proper adhesion between self-adhering flashing and substrate.
 2. Comply with temperature restrictions of manufacturer for installation; use primer rather than nails for installing self-adhering flashing at low temperatures.
 3. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps with roller. Cover self-adhering flashing within 14 days.

3.3 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement so that completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 2. Install sheet metal flashing and trim to fit substrates and to result in watertight

- C. performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Space cleats not more than 12 inches (300 mm) apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
 - 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 - 5. Install sealant tape where indicated.
 - 6. Torch cutting of sheet metal flashing and trim is not permitted.
- C. Install all metal flashing and sheet metal in accordance with the recommendations of:
 - 1. SMACNA Architectural Sheet Metal Manual.
 - 2. NRCA Roofing and Waterproofing Manual.
- D. The requirements of this Section supersede the above noted references except where the requirements of the reference specification are more stringent.
- E. Saddles: Secure with fasteners and sealing washers and continuous cleat.
- F. Do not fabricate or install any sheet metal item without the Consultant's written approval.
- G. Lap joints in direction of water flow.
- H. Exercise care when cutting materials on site, to ensure cuttings do not remain on finished surfaces. Carefully clean and dispose of cuttings so not to damage adjacent materials. Repair or replace damaged materials at no additional cost to the Owner.
- I. Use concealed fasteners except where specifically approved by the Consultant. Provide expansion joints concealed within system.
- J. Flash and counter flash mechanical and electrical items projecting through roof membrane.
- K. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
 - 1. Where installing metal flashing directly on cementitious or wood substrates, install a course of high temperature self-adhering flashing.
- L. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
- M. Solder or seal all seams and end joints as shown in the Drawings or required by field conditions. Measure all dimensions in the field necessary to properly fabricate the flashings. Fit flashings tight in place, however, allow for 3/4 inch minimum clearance to install components. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- N. Seal joints as shown and as required for watertight construction.
 - 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant.
 - 2. Form joints to completely conceal sealant.
 - 3. When ambient temperature at time of installation is moderate, between 40 and 70 degrees F, set joint members for 50 percent movement each way.
 - 4. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 degrees F.
 - 5. Lap sheet metal flashing and trim 4 inches in a full bed of sealant. Sealant shall be fully concealed. Remove visible sealant.
 - 6. Rivet sealed laps at 1 inch on center.
 - 7. Apply sealant over rivets.
 - 8. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."
 - 9. Install compatible sealants where required to prevent direct weather penetration.

- N. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except reduce pre-tinning where pre-tinned surface would show in completed Work.
 - 10. Do not solder coil-coated or membrane-clad sheet metal.
 - 11. Neatly solder all sheet metal to be soldered.
 - 12. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 - 13. All flat lock seams and lap seams, where soldered, shall be at least 1/2 inch. Pop rivet pieces together 1 inch on center prior to soldering. Sweat solder under the lap. Do not bead solder. Solder rivet holes to be water tight.
 - 14. Thoroughly wash all flux off work after soldering. Failure to do this may result in back charges as a result of damages to finishes.
- O. Rivets: Rivet joints where indicated and where necessary for strength at 1 inch on center, unless otherwise indicated. Apply sealant over rivets.
- P. Paint metal where indicated in strict accordance with manufacturer's written instructions, including minimum dry mil thicknesses.

3.4 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
- B. Copings: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated.
 - 1. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate.
 - 2. Anchor interior leg of coping with washers and screw fasteners through slotted holes.
- C. Counter flashing: Coordinate installation of counter flashing with installation of base flashing. Insert counter flashing in reglets or receivers and fit tightly to base flashing. Extend counter flashing 4 inches (100 mm) over base flashing. Lap counter flashing joints a minimum of 4 inches (100 mm) and bed with sealant.
- D. Pipe or Post Counter flashing: Install counter flashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.
- F. Edge Metal: Secure edge metal to substrate at 3 inches on center staggered unless otherwise noted.

3.5 ROOF DRAINAGE SHEET METAL INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Parapet Scuppers: Install scuppers where indicated through parapet. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
 - 1. Anchor scupper closure trim flange to exterior wall and solder to scupper.
 - 2. Loosely lock front edge of scupper with conductor head.
 - 3. Solder exterior wall scupper flanges into back of conductor head.

3.6 MISCELLANEOUS FLASHING INSTALLATION

- A. Saddles, Transitions, and Terminations: Coordinate installation of saddles, transitions, and terminations with installation of siding, self-adhering sheet waterproofing, weather resistive barrier, and other components of the construction.
 - 1. Miscellaneous flashing not installed in accordance with the Contract Documents will require the removal and reinstallation of construction to properly install the required flashing at no additional cost to the Owner.

3.7 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.8 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 07 92 00

JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes joint sealants for weather seals:
 - 1. Joint sealant.
 - 2. Joint sealant backing.

1.2 RELATED REQUIREMENTS

- A. Section 07 54 00 "Thermoplastic Membrane Roofing;" for sealant(s) associated with roofing.
- B. Section 07 62 00 "Sheet Metal Flashing and Trim;" for butyl sealant and butyl sealant tape.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: A preinstallation meeting shall be held at the project site prior to commencement of field installation to establish procedures to maintain required working conditions and to coordinate this Work with related and adjacent Work. Verify that final details comply with manufacturers' current requirements and recommendations. Meeting attendees shall include representatives for the Owner, Consultant, inspection firm, Contractor, joint sealants contractor and installers of related and adjacent Work

1.4 PRECONSTRUCTION TESTING

- A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
 - 1. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.
 - 2. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - 3. Submit not fewer than eight pieces of each kind of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
 - 4. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 - 5. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
- B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
 - 1. Locate test joints where indicated on Project or, if not indicated, as directed by Consultant.
 - 2. Conduct field tests for each kind of sealant and joint substrate indicated.
 - 3. Notify Consultant seven days in advance of dates and times when test joints will be erected.
 - 4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

- 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.5 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:
 1. Joint-sealant application, joint location, and designation.
 2. Joint-sealant manufacturer and product name.
 3. Joint-sealant formulation.
 4. Joint-sealant color.
- E. Qualification Data: For qualified Installer.
- F. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- G. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
 1. If SWRI validation certificate cannot be obtained, test in accordance with Preconstruction Testing Article.
- H. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- I. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - a. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - b. Manufacturer's interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- J. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- K. Field-Adhesion Test Reports: For each sealant application tested.
- L. Warranties: Sample of warranties.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized installer who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Product Testing: Test joint sealants without SWRI validation certificate using a qualified testing agency as outlined below.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
 2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.
- D. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.7 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- H. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another, with adjacent materials and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
1. Architectural Sealants: 250 g/L.
 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

2.2 JOINT SEALANTS

- A. Refer to Section 07 54 00 “Thermoplastic Membrane Roofing” for sealant(s) associated with roofing.
- B. Refer to Section 07 62 00 “Sheet Metal Flashing and Trim” for butyl sealant and butyl sealant tape.

2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or Type B (bicellular material with a surface skin), as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.

4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
- G. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
 - b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.
 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - c. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - d. Whether sealant dimensions and configurations comply with specified requirements.
 - e. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- B. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION

SECTION 09 91 13
EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation, sealing, and field painting of the following:
 - 1. Exterior galvanized metal in the Project.
 - 2. Where indicated.
- B. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
 - 1. Prefinished items including factory-finished components.
 - 2. Concealed surfaces include walls or ceilings in inaccessible spaces.
 - 3. Finished metal surfaces.
 - 4. Operating parts include moving parts of operating equipment.
 - 5. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.2 DEFINITIONS

- A. Paint: Paint systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats, and of various degrees of opacity or sheen.
- B. Minimum Dry Film Thickness (MDFT or DFT): The depth or thickness of a coating in the dry state, usually expressed in mils per coat by manufacturer.
- C. Sheen: The following terms used by the Consultant to denote specific sheen for coatings in the Contract Documents, Color Schedule or other correspondence relating to the Project, will apply:
 - 1. Flat: Less Than 3 based on 60 degree meter
 - 2. Low Sheen: 5 to 10 based on 60 degree meter
 - 3. Eggshell: 10 to 15 based on 60 degree meter
 - 4. Satin Gloss: 25 to 35 based on 60 degree meter
 - 5. Semi-Gloss: 50 to 55 based on 60 degree meter
 - 6. Gloss: Above 70 based on 60 degree meter

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Pre-installation Conference: Contractor, installer, manufacturer's representative, and representatives of other affected trades shall meet at Site to review painting procedure, acceptance of substrate surfaces, and coordination with other trades.

1.4 SUBMITTALS

- A. Materials and Products List: Organize in the same order indicated in the Paint Schedules specified at the end of this Section. Indicate material to be painted, manufacturer, product name, catalog number and color, surface preparation for each application or special condition, number of coats and DFT.
 - 1. Include one product data sheet for each product identified on the Materials and Products List. Organize product sheets in same order as Materials and Product List.
- B. Color Samples: Submit two (at least 3 by 5 inch) paper-backed samples of each color and sheen combination indicated. Samples will be reviewed for sheen as well as for color.
- C. Samples for Verification: Of each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.

1. Provide stepped Samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.
 - a. Provide samples of multiple sheens for Owner selection.
 2. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.
 3. Submit Samples on the following substrates for the Consultant's review of color and texture only:
 - a. Galvanized Metal: Provide two 4-inch square samples of flat metal for each color and finish.
- D. Certificates: Submit written approval by manufacturer of each substrate test location as well as additional instructions if necessary to correct deficiencies identified in the test sample installations.

1.5 EXTRA STOCK MATERIALS

- A. Deliver to Owner one gallon of finish paint in each color required for Project.
 1. Mark each container with color and areas where paint was used, without obscuring manufacturer's label.

1.6 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.
- B. Paints and coatings shall be mixed and applied strictly in accordance with the manufacturer's written recommendations.
- C. Source Limitations: Obtain primers, and undercoat materials for each coating system from the same manufacturer as the finish coats, unless otherwise indicated.
- D. Mockups: Provide a full-coat benchmark finish sample of each type of coating and substrate required on the Project. Comply with "Benchmark Sample" procedures specified in PDCA P5.
- E. Duplicate finish of approved prepared samples.
 1. The Consultant will select one surface to represent surfaces and conditions for each type of coating and substrate to be painted.
 - a. Wall Surfaces: Provide samples on at least 100 sq. ft. (9 sq. m) of wall surface.
 - b. Small Areas and Items: The Owner's Representative will designate an item or area as required.
 - c. After finishes are accepted, the Owner's Representative will use the surface to evaluate coating systems of a similar nature.
 2. Final approval of colors will be from Mockups.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver products in original unopened packaging with legible manufacturer's product identification.
 1. Product name or title of material.
 2. Product description (generic classification or binder type).
 3. Manufacturer's stock number and date of manufacture.
 4. Contents by volume, for pigment and vehicle constituents.
 5. Thinning instructions.
 6. Application instructions.
 7. Color name and number.
 8. VOC content.
- B. Storage: Comply with manufacturer's recommendations.

1. Remove oily rags, waste, and similar every night and take every precaution to prevent fire.
2. Store in a cool, dry place out of direct sunlight.
3. Protect from the elements and from damage.
4. Store at a temperature of not less than 40 degrees F.

1.8 FIELD CONDITIONS

- A. Environmental Requirements: Comply with manufacturer's recommendations for conditions under which paint systems can be applied, and the following:
 1. Maintain ambient temperature above 40 degrees F during and (24 hours) after installation.
 2. Apply water-borne paints when the temperature of surfaces to be painted and surrounding air temperature is between 50 degrees F and 90 degrees F.
 3. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperature is between 45 degrees F and 95 degrees F.
 4. Do not apply paint in precipitation, fog or mist, when relative humidity exceeds 85 percent, or at temperatures less than 5 degrees F above dew point, or to damp or wet surfaces.
- B. Do not apply paint in areas where dust is being generated.

1.9 WARRANTIES

- A. Provide a warranty on paint products used and all labor to correct problems that occur from product failure, improper application or insufficient coverage of the products used.
 1. Paint Manufacturer: Ten (10) years on materials.
 2. Installer: Five (5) years on labor and materials.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Subject to compliance with requirements, provide paint by Kelly-Moore Paint Company, Inc.

1. Refer to Paint Schedule at the end of this Section for basis-of-design product information and location.

2.2 MATERIALS

- A. Material Compatibility: Provide fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: Color to be selected by Consultant from manufacturer's full range, including custom colors.
- D. Primers: Prime all surfaces, including pre-primed surfaces with manufacturer's recommended primer for each type of material.

2.3 EQUIPMENT

- A. Painting and Decorating Equipment: Appropriate for product type and application.

2.4 MIXING AND TINTING

- A. Unless otherwise specified herein or pre-approved, paint shall be ready-mixed and pre-tinted. Re-mix paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and color and gloss uniformity.

- B. Paste, powder or catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.
- C. Where thinner is used, addition shall not exceed paint manufacturer's recommendations. Do not use kerosene or any such organic solvents to thin water-based paints.

2.5 FINISH AND COLORS

- A. Colors not already indicated shall be selected by the Consultant from the manufacturer's full range of colors.

2.6 ACCESSORIES

- B. Accessory Materials: Provide material not specified, such as linseed oil, shellac, thinners, and solvents of top commercial quality, designed for intended use and compatible with specified paints.
- C. Patching and fillers: Provide top quality material appropriate for patching and adjoining the surface on which it is being used.
- D. Sealants: Sealants for substrates shall be compatible with each substrate and paint coating.

PART 3 - EXECUTION

3.1 EXAMINATION

- E. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
 - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
 - 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
 - 1. Notify the Owner's Representative about anticipated problems using the materials specified over substrates primed by others.
- C. Test Panels: Contractor shall provide test samples at one representative building location.
 - 1. The Owner will select the location.
 - 2. Location shall be 3-feet square.
 - 3. The surface shall be prepared as specified.
 - 4. Test location shall be installed as specified.
 - 5. Test locations must be reviewed by the Owner and manufacturer's technical representative.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. Lightly coat rubber door seals with petroleum jelly to prevent newly painted door edges from sticking to the seals.
 - 2. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Protection: Protect surfaces not being painted concurrently, or not to be painted, and the finished Work of other trades.

1. Mask UL labels and hardware items that cannot be removed, before painting the surface on which they occur.
2. Remove masking when painting of surfaces or items is completed.

3.3 PREPARATION OF SURFACES

- A. Prepare substrate in strict accordance with manufacturer's written instructions. If there is conflict between the manufacturer's instructions and the Contract Documents, the more stringent shall apply.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
 1. Clean in accordance with manufacturer's written requirements and recommendations.
 2. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
 3. Power wash areas of exterior surfaces to be painted using a mild detergent solution, thoroughly rinsing with clear clean water until all residues have been removed. Allow all surfaces to thoroughly dry prior to proceeding with preparation or painting.
 4. Prepare the surface of areas to be re-painted, removing all dirt, chalk, and surface contaminants that will interfere with the adhesion of subsequent coats without damaging the substrates or adjacent areas.
 5. Treat areas that show signs of mildew with a commercial grade mildicide.
 6. Carefully examine all areas after preparation and prior to painting for cracking, blistering, peeling or flaking of existing paint. Remove loose, unsound, or non-adhering paint.
 7. Report existing damage to buildings or other structures. Report conditions out of the ordinary found to exist to the Owner's Representative prior to starting any work.
 8. Remove soil along bottom edge of buildings and surface areas to permit proper application of paint below ground level where applicable.
- C. Galvanized Steel: Clean galvanized surfaces with non-petroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods. Clean previously painted surfaces according to manufacturer's written instructions.
- D. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.
- E. Primer: Spot prime bare or patched areas or prime entire surface, as needed to provide surface for painting. Prime lightly-chalked painted surfaces with a suitable surface conditioner. Omit primer on metal surfaces that have been shop primed and touchup painted.
 1. Re-coat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.
- F. Provide barrier coats over incompatible materials or remove and re-prime.
- G. Fill all cracks, gaps, holes, and other defects with appropriate filler.

3.4 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied. If there are discrepancies between the manufacturer's instructions and the Contract Documents, the more stringent shall govern.
 1. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 2. Provide finish coats that are compatible with primers used.
 3. Paint surfaces behind movable equipment the same as similar exposed surfaces.

4. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces.
- B. Wind Conditions:
1. Apply paint materials using a spray gun only when no wind conditions exist above 10 miles per hour.
 2. When wind conditions exceed 10 miles per hour, apply paint materials using rollers and brushes.
 3. Carefully monitor and avoid paint overspray in any kind of wind condition.
- C. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- D. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
- E. Apply at rates recommended on manufacturer's label. Do not exceed application rate recommended for the surface involved. Use materials without adulteration and only with thinning agents recommended by the manufacturer in the printed instructions.
- F. Apply materials with suitable brushes, rollers, or spraying equipment. Keep brushes, rollers and spraying equipment, clean, free from contaminants and suitable for the finish required.
- G. Vary slightly the color of successive coats under the finish coat.
- H. Allow sufficient time between successive coats to permit proper drying. Do not re-coat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
1. Comply with the recommendation of the manufacturer for drying time between succeeding coats.
- I. Sand and dust between each coat to remove defects visible from a distance of 5 feet.
- J. Apply paints smooth, free of brush marks, streaks, laps, pile-up of paint, runs, sags, holidays, air bubbles, and excessive roller stipple. Apply additional finish coats to entire surface if undercoats show through and to correct any defect.
- K. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
- L. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- M. Make edges of paint adjoining other materials or colors clean and sharp with no overlapping.
- N. Maintain a wet edge to avoid lap marks.
- O. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted. Back-brush bottom edge of siding to ensure full coverage of all areas.
 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- P. Minimum Coating Thickness: Apply paint materials no thinner than manufacturers recommended spreading rate or 5 mils DFT, whichever is greater. (Prime and two finish coats.)

- Q. Completed Work: Match approved mockups for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements

3.5 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when paint is being applied:
 - 1. The Owner may engage the services of an independent agency to sample the paint material being used. Samples of material delivered to the Project will be taken, identified, sealed, and certified in the presence of the Contractor.
 - 2. The testing agency or Consultant will perform appropriate tests for the characteristics as required by the Owner including but not limited to Dry Film Thickness and adhesion.
 - 3. The Owner may direct the Contractor to stop painting if test results show material being used does not comply with specified requirements. The Contractor shall remove noncomplying paint from the site, pay for testing, and repaint surfaces previously coated with the rejected paint. If necessary, the Contractor may be required to remove rejected paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

3.6 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
 - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.7 PROTECTION

- A. Protect the Work, whether being painted or not, against damage. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Consultant. Remove masking tape and other protection media and its residue after painting.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
 - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.8 EXTERIOR SCHEDULE

- B. Galvanized Sheet Metal
 - 2. Pretreatment Jasco Prep-n-Prime
 - 3. Primer #5725 DTM Acrylic Primer Finish
 - 4. 100% Acrylic, Low Sheen #1245 Acry-Plex Low Sheen
 - 5. 100% Acrylic, Low Sheen #1245 Acry-Plex Low Sheen

END OF SECTION

SECTION 23 05 00

ROOFTOP MECHANICAL EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes provisions and procedures covering the protection, temporary disconnection/reconnection, relocating/raising, and installation of existing roof mounted mechanical equipment, including related systems such as sheet metal duct work, plastic and metal piping, electrical wiring and conduit and their related supports.

1.2 SCOPE OF WORK

- B. The work shall be governed by the provisions of this Section and can be assumed to include, but not limited to, the following:
1. Disconnection/Reconnection of electrical power to the heating, ventilating and air conditioning units, pumps, boilers and required for other units being raised.
 2. Disconnection/Reconnection of low voltage control power to the heating, ventilating and air conditioning units, pumps, boilers and required for other units.
 3. Temporarily raising or removal and storage, as may be required by the reroofing operations of the heating, ventilating and air conditioning units, pumps and required other units.
 4. Equipment modifications, as required for reinstallation on new supports, curbs, or other changes due to the reroofing work.
 5. Reinstallation of the heating, ventilation and air conditioning units, pumps, boilers and required other units with operating performances equal to or better than pre construction performances.
 6. Raise insulated sheet metal ductwork, as required by the reroofing operations, and provide all modifications required to the duct work or it's supports that result.
 7. Raise metal and P.V.C. piping, as required by the reroofing operations, and provide all modifications required to the piping or its support that result.
 8. Replace existing HVAC spring isolators in exhaust fans with seismically restrained isolators.
 9. Replace existing flex connectors with new flex connectors.
 10. Secure existing unsecured electrical conduit to deck to meet code.
- C. The extent of the work shall be verified by the contractor using the following means:
1. Going to the project site to view the mechanical equipment and related systems.
 2. Making a comprehensive study of the reroofing construction drawings.
 3. Discussing the project with the Owner's Representative.
 4. Using all other reasonable means he deems necessary, after approval by the Consultant.

1.3 STANDARDS

- A. All work required by this section shall be performed in accordance with the applicable sections of the following standards.
1. American Society of Heating, Refrigerating and Air Conditioning Engineers, ASHRAE.
 2. Sheet Metal and Air Conditioning Contractors National Association, SMACNA.
 3. National Electrical Code, NEC.
 4. American Gas Association, AGA.
 5. American Water Works Association, AWWA.
 6. American Institute of Steel Construction, AISC.
 7. American Welding Society, AWS.
 8. National Fire Protection Association, NFPA.

9. American Society for Testing and Materials, ASTM.
10. Underwriters Laboratories, UL.
11. American National standards Institute, ANSI.
12. American Wood Preservers Association, AWWPA.

1.4 STANDARD OF TESTING LABORATORIES:

- A. Fire Ratings: Where specifications require, Contractor shall submit proof that material to be furnished conforms to requirements of Underwriters Laboratories, Inc. (UL) or Factory Mutual Laboratories (FM). Contractor may, in lieu of the UL/FM listing, submit a written certificate from any testing agency satisfactory to Owner's Representative. Furnish materials with labels attached whenever fire labeling is specified; no exceptions are allowed.
- B. Certified tests on material or equipment to be incorporated into this project will be acceptable provided they are conducted in accordance with standards established by the authority cited in the referenced specification and the tested materials or equipment meet the specified requirements. Preprinted certification will not be acceptable.
- C. All certifications shall be in the original. Certificates shall itemize the specified material or equipment tested, the standard or other authority used in testing for the specified quality, and the test method used. Attach certified copies of all test reports of such certification.

1.5 QUALITY ASSURANCE

- A. A single contractor shall perform the work of this section; and shall be a licensed mechanical contractor, with not less than three (3) years of successful experience in work similar to the nature and scope of the work required in this section.
- B. Use adequate numbers of skilled workman who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work in this section.

1.6 SCHEDULING AND PROGRESS MEETINGS

A. Weekly Meetings: Contractor shall coordinate and schedule work with the Owner and the Owner's representative. While work is in progress, contractor shall attend a mandatory work in progress meeting once a week, on a predetermined time and day.

1.7 SUBMITTALS

- A. Schedule: Submit a schedule indicating the proposed methods and sequence of operations for mechanical equipment disconnect/reconnect work, which indicates coordination with both the Roofing Contractors and the Owner's project requirements, to the Consultant for review and approval prior to commencement of work.
- B. Provide detailed sequence of mechanical system interruptions to ensure limited down-time and uninterrupted progress of Owner's on site operations.
- C. Performance Logs: In accordance with requirements of this Section, performance logs will be completed, prior to and after roofing operations; to ensure mechanical equipment post construction performance is equal to pre-construction performance. Submit three (3) copied to the Consultant.

1.8 SAFETY AND ENVIRONMENTAL PROTECTION

- A. Contractor shall comply with all OSHA, EPA, and Owner regulations for safety and environmental protection. Do not start work unless all safety and environmental regulations are met.
- B. For scaffolding, Staging and rigging apparatus, contractor must ensure that safety belts, slip shields, railings, etc. Are in place to adequately protect workers.

- C. Evenly distribute materials and equipment on rooftop so as not to over load and damage the roof structure. Locate and verify column locations, and store materials and equipment over columns. Provide temporary sleepers as necessary.
- D. Contractor shall not use any roof, sanitary or storm drain, to dispose of solvents, mastics, or any other foreign material, nor shall such materials be disposed of on the ground. Materials, including empty containers, likely to be hazardous to health shall be packed into suitable containers, removed from the site, and disposed of in a manner conforming to applicable environmental regulations.
- E. Contractor shall not allow any refrigeration gases to be released into the atmosphere.

1.9 FIRE PROTECTION REQUIREMENTS:

- A. Inspection: This Project will be inspected periodically by the Owner and/or the Consultant for compliance with all fire codes and standards listed or referenced in the Contract Documents.
- B. Codes and Standards: If the listed or referenced fire code or standard requires any equipment or material items not specifically shown in the Contract Documents, the Contractor shall not be relieved of the responsibility for providing the items and requesting installation instructions from the Consultant.
- C. Fire Extinguisher: Extinguisher of a type and quantity acceptable to the Owner shall be provided by the Contractor and maintained in the construction area, in the Contractor's temporary buildings, and at storage piles of flammable materials. These shall be of a type conforming to National Fire Codes (NFC) (1985), Volume 1, and National Fire Protection Association (NFPA) Standard Number 10 (1984); and shall remain the property of the Contractor.
- D. Flame Cutting, Welding, and Soldering: The Contractor shall observe all precautions involving open flame. No flame cutting, welding, or soldering of any description shall be permitted until the work site has been inspected and the operation approved by the Owner. All individuals who will perform this type of work shall attend a fire prevention class within 6 months prior to the start of the Work. The Contractor shall place open flame caution signs on the work site and ensure that these signs are clearly visible to Contractor's employees while the Work is ongoing.

1.10 UTILITY SHUTDOWNS:

- A. No utility service, including fire protection, shall be interrupted for any purpose without prior approval of the Owner.
- B. The request for permission to interrupt service shall be submitted in writing to the Owner at least ten days (10) prior to the date of the proposed interruption. The request shall give the following information:
 - 1. Locations of proposed interruptions
 - 2. Hours and dates of proposed interruptions, and
 - 3. Services affected
- C. Services shall not be interrupted until receipt of approval of proposed hours and dates from the Owner. The Owner will notify the Contractor, within five days after receipt of the request for interruption, of his approval or disapproval.
- D. Only the Owner shall approve utility interruptions.
- E. Operation of valves on water mains will be only by Owner. Where shutoff of water lines interrupts service to fire hydrants or fire sprinkler systems, the Contractor shall arrange for his operation and have sufficient personnel available to restore service without delay on the event of emergency as determined by the Owner.
- F. Fire Protection Systems: Where interruption of electrical power affects service, the Contractor shall notify the Owner before making such interruptions and shall restore service prior to leaving work site each day.

1.11 JOB CONDITIONS

- A. Occupancy: Owner will be continuously occupying all areas of the building during the construction period. Conduct mechanical system interruptions in a manner that will minimize the need for disruption of Owner's normal operations. Provide Owner advance notice of all service interruptions.
- B. Condition of Mechanical Systems: Owner assumes no responsibility for actual condition of mechanical units that are a part of the work of this section. It is the contractor's responsibility to properly document all existing conditions prior to the start of work.

1.12 EXISTING CONDITIONS

- C. Examine the areas, surfaces and conditions under which work of this Section will be performed. Identify and correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

1.13 PROTECTION REQUIREMENTS

- D. Membrane Protection: Provide protection against staining and mechanical damage to newly applied roofing and adjacent surfaces throughout this project.
- E. Limited Access: Prevent access by the public to materials, tools and equipment during the course of the project.
- F. Debris Removal: Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials.
- G. Site Conditions: Complete, to the Owner's satisfaction, all job site clean up of areas affected by the construction.

1.14 WARRANTY

- A. A warranty shall be provided for each item of work performed and shall include manufacturer's warranties as required.
- B. The warranties shall be of the type and for a time considered as industry standard for the item of work being warranted, and shall be subject to verification by the Consultant prior to approval.

PART 2 - PRODUCTS

2.1 PRODUCTS OF REINSTALLATION

- A. General: All re-installation work shall be complete, in accordance with recognized proper mechanical and electrical practices and standards, and as required to provide at least equal performance to that existing prior to the start of the Work.
- B. Provide same products and/or type of construction consistent to the standards of quality as the intent of the original construction, as needed, to re-install the existing equipment to the performance requirements of this Section.
- C. Generally, the Contract Documents will not define products or standards of workmanship present in the existing mechanical equipment. The Contractor shall determine products by inspections and any necessary testing, and workmanship by use of the existing as a sample of comparison.
- D. Presence of a product, finish, or type of equipment requires that re-installation shall be performed as necessary to make the work complete and consistent to the standards of quality as the intent of the original construction.
- E. Mastics, coatings and sealants for sealing duct work joints, as manufactured by Mon-Eco Industries, Inc. (MEI) or approved equal.

2.2 REPLACEMENT ITEMS

- A. New vibration isolators shall be seismically restrained with all necessary accessories. Acceptable manufacturers are California Dynamic, type OX series, designation E or QS series, as necessary

for the weight of the unit. Other acceptable manufacturer is Vibrex type RMS-EQ or approved equal.

- B. New flex connectors shall be rubber impregnated cloth with metal skirting attached at each end, as manufactured by Duradyne or approved equal.
- C. New sheet metal offset for duct extension, minimum 24 gauge galvanized sheet metal, with G- 90 galvanization. For new Miscellaneous Iron components comply with following standards, as pertinent. Steel plates, shapes, and bars: ASTM A36;
 - 1. Steel plates to be bent or cold-formed: ASTM A283, grade C;
 - 2. Steel tubing (hot-formed, welded, or seamless): ASTM A501;
 - 3. Steel bars and bar-size shapes: ASTM A306, grade 65, or ASTM A36;
- D. Concrete inserts:
 - 1. Threaded or wedge type galvanized ferrous castings of malleable iron complying with ASTM A27;
 - 2. Provide required bolts, shims, and washers, hot-dip galvanized in accordance with ASTM A153.

2.3 NEW SUPPORT BRACKET

- A. Mount existing and new disconnect switch to existing equipment, off the roof, where possible.
- B. Provide new lateral supports for existing disconnect switches, where necessary to meet Code. Provide shop drawings for proposed mounting system.

PART 3 - EXECUTION

3.1 MECHANICAL EQUIPMENT ALTERATION AND RE-INSTALLATION

- A. General: Prior to disconnection of equipment for removal / raising, prepare a performance log for each piece of equipment that will be re-installed.
- B. Storage: All equipment stored either for re-installation, or the Owner's salvage shall be the responsibility of the Contractor and shall be properly stored in a secure location.
- C. Re-notify the Owner 24 hours in advance of any disconnect operations.
- D. Coordinate the work of this Section with the work of other trades to insure the dry-in of all equipment penetrations.
- E. Remove, or temporarily raise, existing roof top equipment as required by provisions of this section. Use all means necessary to protect existing structures and equipment during removal.
- F. Install new miscellaneous iron sleepers, and curbs in accordance with construction drawings and as necessary to complete this project.
- G. Perform industry recommended procedure for the proper storage of mechanical units.
- H. Re-install mechanical equipment in accordance with the original manufacturer's recommendations.
- I. Re-connect electrical and control wiring to equipment and comply with equipment manufacturer's recommendations.
- J. Modify electrical and control wiring, as required, due to any changes in existing conditions caused by roof renovation work. Route wiring to limit or eliminate roof penetrations when possible.
- K. Start-up mechanical equipment after reinstallation.
- L. Prepare performance logs for each unit at start-up and submit to Consultant.
- M. Perform tests on ductwork and piping as required to ensure their proper performance.

3.2 INSTALLATION OF NEW FLEXIBLE CONNECTIONS & OFFSETS

- A. Install new flexible connections in accordance with manufacturer's published literature.

- B. Slip metal flange (male to female lap). Set lap joints in sealant, where possible. Screw male/female connections with self-tapping stainless steel screws with neoprene washers minimum 3" on center.
- C. Install new duct offsets as required to match new height of duct.
- D. Seal sheet metal duct joints with MEI Eco Duct seal, in accordance with their published instructions.
- E. Install a sheet metal hood over the flex connector, attached to one side. The hood shall provide UV protection to the entire length of the flex connector, but shall not bind the flex connection from its intended purpose.

3.3 LATERAL SUPPORTS

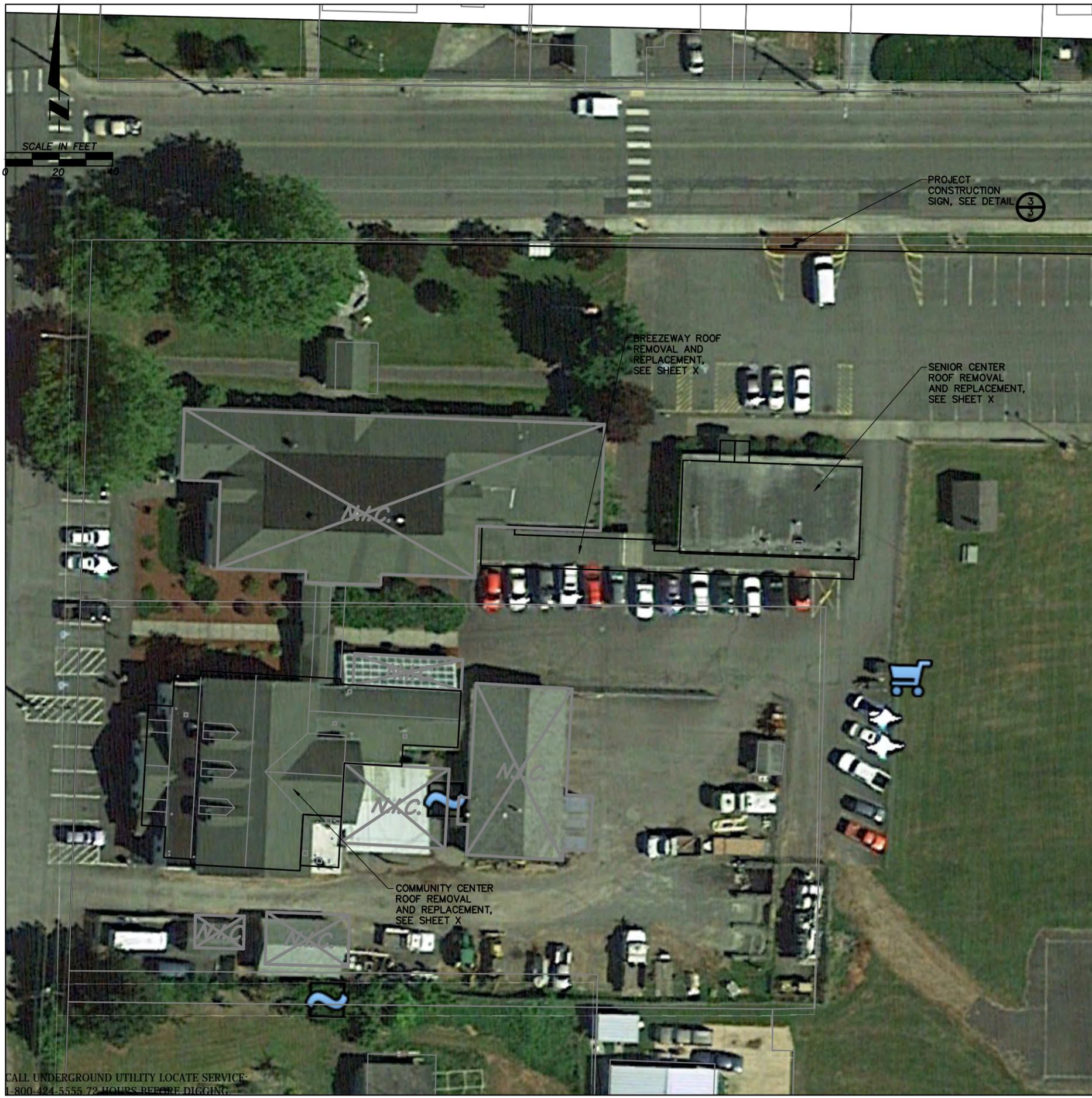
- A. All equipment being removed and reinstalled shall be installed in accordance with current seismic codes.
- B. Reinstall all equipment, conduits, and disconnect switches with proper lateral support for seismic restraint.

3.4 PROTECTION OF PROPERTY

- A. Contractor shall protect existing property against damage, stains and excessive wear during performance of this work.
- B. The Contractor shall be responsible for replacement or repair of all damaged landscaping, grounds, plantings, finished surfaces, utilities, equipment, and structures or parts there of that he/she has damaged, or had to remove or cut into in order to perform Work specified in this Project.

END OF SECTION

Contract Drawings



GENERAL CONSTRUCTION NOTES

1. SEE GENERAL NOTES ON SHEET 2 OF THESE CONSTRUCTION DOCUMENTS.
2. SEE DETAILS ON SHEETS 3 AND 4 OF THESE CONSTRUCTION DOCUMENTS.
3. THE INTENT OF THIS SHEET IS TO GIVE A GENERAL VIEW OF THE MAJOR SCOPE OF WORK ITEMS. THE CONTRACTOR SHALL REFER TO THE BALANCE OF CONSTRUCTION DOCUMENTS.
4. ROOF PLAN WAS DEVELOPED FROM SITE VISITS AND MEASUREMENTS AND IS INTENDED TO SHOW EXISTING CONDITIONS AS AN AID TO BIDDING.
5. FIELD VERIFY CONDITIONS AND QUANTITIES INCLUDING, BUT NOT LIMITED TO: DRAINS; PENETRATIONS; CONDUITS, ETC.
6. CONTRACTOR RESPONSIBLE FOR TESTING AND VERIFYING THAT THE UPLIFT RESISTANCE OF THE POLYURETHANE FOAM ADHESIVE TO THE EXISTING ROOF SUBSTRATE IS SUFFICIENT FOR WARRANTY PRIOR TO BID.
7. CONTRACTOR IS RESPONSIBLE FOR PROVIDING IR MOISTURE OR OTHER TESTING, OR SURVEYS REQUIRED BY MANUFACTURER FOR WARRANTY.
8. EXISTING ROOF SUBSTRATE SHALL BE CLEANED AND PREPPED IN ACCORDANCE WITH ADHESIVE MANUFACTURER'S REQUIREMENTS
9. EXISTING BASE FLASHINGS SHALL BE REMOVED.
10. EXISTING ROOFING MEMBRANE SHALL BE REMOVED 3 FEET IN DIAMETER AROUND EXISTING DRAINS AND OVERFLOWS. CLEAN AND PREP DRAIN TO RECEIVE PVC MEMBRANE REPLACE CLAMPING RING, IF DAMAGED OR BROKEN. PROVIDE CAST IRON STRAINER AT EXISTING DRAIN AND OVERFLOWS.
11. NO CONSTRUCTION ACTIVITIES PERMITTED AT MAIN ENTRANCE. CONTRACTOR SHALL PROVIDE SAFETY AND DEBRIS PROTECTION AT AREAS OF PUBLIC ACCESS AND PEDESTRIAN TRAFFIC.
12. BUILDING WILL BE OCCUPIED DURING THE WORK. PROTECT EXTERIOR PEDESTRIAN AREAS WITH PLASTIC TARPS (OR SIMILAR, EFFECTIVE METHODS) AS NECESSARY TO PREVENT DEBRIS FALLING INTO SPACE OR DAMAGE.
13. REMOVE AND DISPOSE OF EXISTING ROOF AND INSULATION WHERE INDICATED AND HATCHED. DISPOSE OF MATERIALS ACCORDING TO STATE AND COUNTY REQUIREMENTS.
14. PROVIDE PROTECTION LAYER UNDER SUPPORTS AND SUPPORT SLEEPERS.
15. PROVIDE LOW SLOPE BREATHER VENTS ONE EVERY 500 SQ. FT. LOCATIONS ON ROOF TO BE FIELD VERIFIED DURING CONSTRUCTION.
16. ALL PENETRATION, EQUIPMENT AND OTHER ROOFTOP ITEMS NOT INDICATED FIELD VERIFY QUANTITIES PRIOR TO BID SUBMITTAL

PROJECT
CONSTRUCTION
SIGN, SEE DETAIL

BREEZEWAY ROOF
REMOVAL AND
REPLACEMENT,
SEE SHEET X

SENIOR CENTER
ROOF REMOVAL
AND REPLACEMENT,
SEE SHEET X

COMMUNITY CENTER
ROOF REMOVAL
AND REPLACEMENT,
SEE SHEET X

CALL UNDERGROUND UTILITY LOCATE SERVICE:
1-800-424-5555 72 HOURS BEFORE DIGGING.

NO.	REVISIONS	DATE	BY

City of Pacific
 100 3rd Avenue Southeast
 Pacific, WA 98047
 Phone: (253)929-1110
 Fax: (253)887-9910

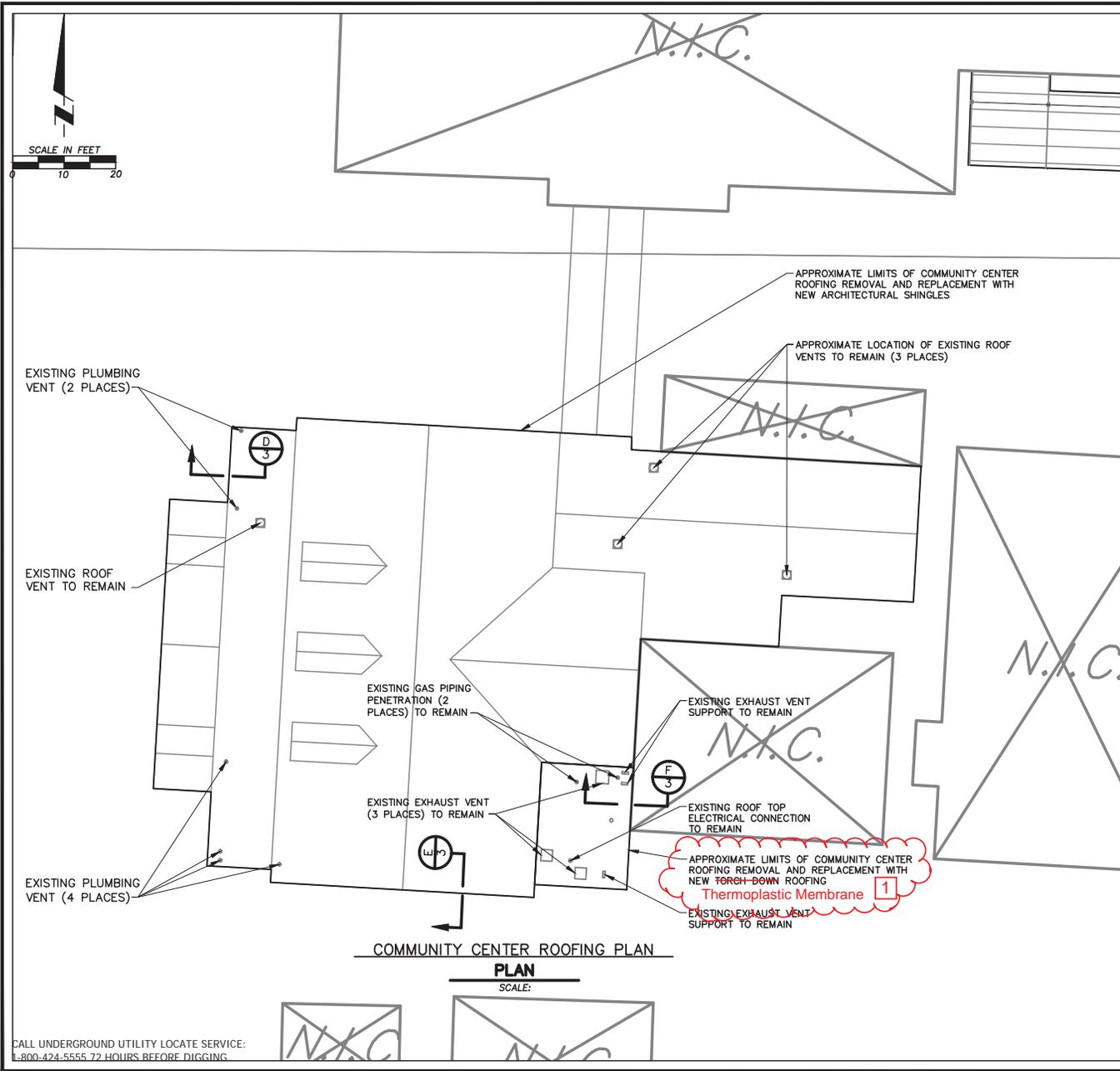
DESIGNED	
DRAWN	JJM
CHECKED	
APPROVED	
SCALE	As Noted
DATE	May 2015

Senior and Community Centers
 Reroofing Project - Site Plan
 City of Pacific
 100 3rd Avenue SE
 Pacific, WA 98047

SHEET NO. D-2

4	6
176	

3/2/2016 8:37:32 AM, Revision Date



GENERAL CONSTRUCTION NOTES

1. SEE GENERAL NOTES ON SHEET 2 OF THESE CONSTRUCTION DOCUMENTS.
2. SEE DETAILS ON SHEETS 3 AND 4 OF THESE CONSTRUCTION DOCUMENTS.
3. THE INTENT OF THIS SHEET IS TO GIVE A GENERAL VIEW OF THE MAJOR SCOPE OF WORK ITEMS. THE CONTRACTOR SHALL REFER TO THE BALANCE OF CONSTRUCTION DOCUMENTS.
4. ROOF PLAN WAS DEVELOPED FROM SITE VISITS AND MEASUREMENTS AND IS INTENDED TO SHOW EXISTING CONDITIONS AS AN AID TO BIDDING.
5. FIELD VERIFY CONDITIONS AND QUANTITIES INCLUDING, BUT NOT LIMITED TO: DRAINS; PENETRATIONS; CONDUITS, ETC.
6. CONTRACTOR RESPONSIBLE FOR TESTING AND VERIFYING THAT THE UPLIFT RESISTANCE OF THE POLYURETHANE FOAM ADHESIVE TO THE EXISTING ROOF SUBSTRATE IS SUFFICIENT FOR WARRANTY PRIOR TO BID.
7. CONTRACTOR IS RESPONSIBLE FOR PROVIDING IR MOISTURE OR OTHER TESTING, OR SURVEYS REQUIRED BY MANUFACTURER FOR WARRANTY.
8. EXISTING ROOF SUBSTRATE SHALL BE CLEANED AND PREPPED IN ACCORDANCE WITH ADHESIVE MANUFACTURER'S REQUIREMENTS
9. EXISTING BASE FLASHINGS SHALL BE REMOVED.
10. NO CONSTRUCTION ACTIVITIES PERMITTED AT MAIN ENTRANCE. CONTRACTOR SHALL PROVIDE SAFETY AND DEBRIS PROTECTION AT AREAS OF PUBLIC ACCESS AND PEDESTRIAN TRAFFIC.
11. BUILDING WILL BE OCCUPIED DURING THE WORK. PROTECT EXTERIOR PEDESTRIAN AREAS WITH PLASTIC TARPS (OR SIMILAR, EFFECTIVE METHODS) AS NECESSARY TO PREVENT DEBRIS FALLING INTO SPACE OR DAMAGE.
12. PROVIDE PROTECTION LAYER UNDER SUPPORTS AND SUPPORT SLEEPERS.
13. PROVIDE LOW SLOPE BREATHER VENTS ONE EVERY 500 SQ. FT. LOCATIONS ON ROOF TO BE FIELD VERIFIED DURING CONSTRUCTION.
14. ALL PENETRATION, EQUIPMENT AND OTHER ROOFTOP ITEMS NOT INDICATED FIELD VERIFY QUANTITIES PRIOR TO BID SUBMITTAL

3/2/2016 8:38:18 AM, Revision Date

CALL UNDERGROUND UTILITY LOCATE SERVICE:
1-800-474-5555. 72 HOURS BEFORE DIGGING.

BY	JJM	DATE	3/2/16	JOB NO.	DRAWING NO.	CC1501-D2
REVISIONS	Concrete Roofing Type					

City of Pacific
 100 3rd Avenue Southeast
 Pacific, WA 98047
 Phone: (253)929-1110
 Fax: (253)887-9910

DESIGNED	
DRAWN	JJM
CHECKED	
APPROVED	
SCALE	As Noted
DATE	May 2015

Senior and Community Centers
 Roofing Project - Details
 City of Pacific
 100 3rd Avenue SE
 Pacific, WA 98047

SHEET NO.	D-4
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6	6
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Appendix A: Davis Bacon Wage Rates

General Decision Number: WA160036 02/19/2016 WA36

Superseded General Decision Number: WA20150036

State: Washington

Construction Type: Building

County: King County in Washington.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/19/2016

ASBE0007-002 06/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 46.21	16.97

BRWA0001-011 06/01/2015

	Rates	Fringes
Bricklayers, Caulkers.....	\$ 37.54	14.77

CARP0770-020 06/01/2015

	Rates	Fringes
CARPENTER (Acoustical Installation).....	\$ 40.36	13.66
CARPENTER (Including Formwork, Drywall Hanging, Cabinet Installation; Insulator-Batt and Metal Stud Installation).....	\$ 40.36	13.66
MILLWRIGHT.....	\$ 41.86	13.66
PILEDRIVERMAN.....	\$ 40.61	13.66

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

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

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

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

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

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

Zone Pay:

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

 * ELEC0046-006 02/01/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 45.77	3%+17.91

 ELEC0046-007 02/02/2015

	Rates	Fringes
ELECTRICIAN (Alarm Installation Only).....	\$ 29.83	12.24
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 29.83	12.24

 ELEV0019-005 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.76	27.085+a+b

FOOTNOTE:

- a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit.

b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day

ENGI0302-019 06/01/2013

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments;
Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons;
Horizontal/directional drill operator; Loaders-overhead
under 6 yards; Crane Oiler-100 Tons and Over; Compactor;
Scraper: under 45 tons

GROUP 3 - Cranes-thru 19 tons with attachments; Dozers-D-9
and under; Motor patrol grader-nonfinishing; Roller-Plant
Mix; Crane Oiler under 100 tons; Excavator/Trackhoe: under
15 metric tons; Forklift: 3000 lbs and over with
attachments; Service Oiler; Concrete Pump; Outside Hoist
(Elevators and Manlifts); Pump Grout

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

IRON0086-010 07/01/2015

	Rates	Fringes
IRONWORKER (Reinforcing,		

Structural and Ornamental).....\$ 40.04 23.19

LABO0001-016 06/01/2014

ZONE 1:

	Rates	Fringes
Laborers:		
GROUP 2.....	\$ 25.79	10.30
GROUP 3.....	\$ 32.29	10.30
GROUP 4.....	\$ 33.08	10.30
GROUP 5.....	\$ 33.62	10.30

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00
ZONE 3 - \$1.30

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

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

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: General Laborer; Mason Tender-Cement/Concrete; Chipping Gun (under 30 lbs.); Form Stripping; Roof Tearoff

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator; Grade Checker; Gunite; Pipe Layer; Vibrating Plate

GROUP 5: Mason Tender-Brick

PAIN0005-029 07/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 37.65	16.12

PAIN0005-030 07/01/2013

	Rates	Fringes
Painters:		
Parking Lot and Highway Striping Only.....	\$ 28.00	14.33

PAIN0005-031 07/01/2015

Rates	Fringes
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* TEAM0174-005 06/01/2015

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 2:.....	\$ 32.18	17.27
ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.		
ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.		

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 2 -Semi-Trailer Truck

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

SUWA2009-024 05/22/2009

	Rates	Fringes
LABORER: Driller.....	\$ 17.17	5.36
LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 9.73	0.00
LABORER: Overhead Door Installation.....	\$ 22.31	3.44
OPERATOR: Backhoe.....	\$ 29.95	7.20
OPERATOR: Mechanic.....	\$ 24.33	4.33
ROOFER: Metal Roof.....	\$ 24.30	4.05
TILE SETTER.....	\$ 18.72	3.35

TRUCK DRIVER: Dump Truck.....\$ 27.43 0.00

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION



Agenda Bill No. 16-036

TO: Mayor Guier and City Council Members

FROM: Carol Morris, City Attorney

MEETING DATE: April 4, 2016

SUBJECT: Zoning Code Amendment – penalty provisions

ATTACHMENTS:

1. **Ordinance No. 2016-1928 amending Sections 20.82.004(D) and 20.82.009(C) of the Pacific Municipal Code.**
2. **Resolution No. 2016-330 setting a Public Hearing date to review the proposed amendments at the April 25, 2016 Council meeting.**

Background: The City's issuance of a Notice of Violation is a determination by the staff that a violation of the Zoning Code has been committed. PMC Section 20.82.004(C)(11). The notice of violation also includes a statement that each day a person fails to comply with the code provision cited in the Notice of Violation may be considered a separate penalty for which a penalty may be imposed. PMC Section 20.82.004(D). The person responsible for the violation (including the property owner,) may file a written appeal to the hearing examiner within 15 days of the service of the notice of violation. PMC Section 20.82.004(C)(11).

In *Post v. City of Tacoma*, 167 Wash.2d 300, 217 P.3d 1179 (2009), the Washington Supreme Court determined that Tacoma's code enforcement ordinance and procedures were unconstitutional as violating the property owner's due process rights. At issue in *Post* was a code provision which stated that after issuance of a notice of violation, if the violation was not corrected, a continuing violation would result in four successive mandatory fines. Tacoma had the discretion to assess fines or not for each day, until the violation was corrected. The property owner could seek an administrative appeal only after the initial notice of violation and after the first mandatory fine. After *Post* was decided, many cities interpreted the court's decision as requiring the issuance of additional notices of violation for the same code violation.

The Court of Appeals clarified the holding of *Post* in *City of Bonney Lake v. Kanany*, 185 Wash. App. 309, 340 P.3d 965 (2014). In this case, the court stated that as long as the issued notice of violation identifies the violation, imposes automatic penalties for the violation if it is continuing, and allows for an appeal the continuing fines for the specific violation, then the code and procedures are constitutional. Pacific's ordinance is similar to Bonney Lake's code enforcement ordinance. Clarification of the procedures for imposition of penalties is recommended to prevent any confusion in the future.

Summary: The change to the City's Zoning Code enforcement chapter (Section 20.82.004(D)) clarifies that the City need not issue any additional notices of violation after the initial notice of violation is sent out, unless the City is citing the property owner for different code violations. In addition, Section 20.82.009(C) is clarified to state that if the Hearing Examiner finds that a violation has occurred, penalties for continuing violations that were not identified in the appealed notices of violation may only be imposed if a new notice of violation issues.

Recommended Action:

Refer this to the April 11, 2016 Council meeting and set a public hearing date for the April 25, 2016 Council hearing to garner public input.

Budget Impact: None

Alternatives:

ORDINANCE NO. 2016-1928

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, RELATING TO ZONING CODE ENFORCEMENT, CLARIFYING THE PROVISIONS RELATING TO THE IMPOSITION OF PENALTIES FOR ZONING CODE VIOLATIONS, AMENDING PACIFIC MUNICIPAL CODE SECTIONS 20.82.004(D) AND 20.82.009(C) AND SETTING AN EFFECTIVE DATE.

WHEREAS, at the time the City of Pacific adopted chapter 20.82 PMC relating to zoning code enforcement, the chapter was drafted in deference to a recent court case, *Post v. City of Tacoma*, 167 Wash.2d 300, 217 P.3d 1179 (2009); and

WHEREAS, since that time, the Washington courts have clarified the effect of *Post* (in *City of Bonney Lake v. Kanany*, 185 Wash. App. 309, 340 P.3d 965 (2014)); and

WHEREAS, the City Council desires to add language to the relevant provisions of chapter 20.82 RCW to clarify its penalty provisions for zoning code violations in light of *City of Bonney Lake v. Kanany*; and

WHEREAS, the proposed regulations are not “development regulations” and do not need to be forwarded to the Planning Commission for review.

**THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON,
ORDAINS AS FOLLOWS:**

Section 1. Section 20.82.004 of the Pacific Municipal Code is hereby amended to read as follows:

20.82.004 Investigation and notice of violation.

A. Investigation. The director is authorized to investigate any structure or use which he/she reasonably believes does not comply with the standards and requirements of the zoning code, this title, or the subdivision code, PMC Title 19.

B. Notice of Correction. If, after investigation, the director determines that the standards or requirements of the zoning code, this title, and the subdivision code, PMC Title 19, or the provisions of this chapter have been violated, the director may serve a notice of correction upon the owner, tenant or other person responsible for the condition using the service procedure set forth in subsection G of this section. The notice of correction shall contain the following information:

1. The name and address of the person to whom it is directed;
2. The location and specific description of the violation;
3. A specific identification of each standard, code provision or requirement violated;
4. A specific description of the actions required to correct, remedy or avoid the violation or to comply with the standards, code provision or requirements, including, but not limited to, replacement, repair, supplementation, revegetation or restoration;
5. The date by which compliance is required in order to avoid the imposition of monetary penalties. This date will be no less than 24 hours from the date and time that the notice is posed on the property or no less than three days from the date that the notice of correction is placed in the U.S. Mail addressed to the person identified in subsection (B)(1) of this section; and
6. A statement that failure to comply with the notice of correction may result in further enforcement actions, including the issuance of a notice of violation, civil fines and criminal penalties.

C. Notice of Violation. After issuance of the notice of correction and expiration of the deadline established therein, the director shall investigate to determine whether a violation still exists. If so, the director may serve a notice of violation upon the owner, tenant or other person responsible for the condition of the property, using the service procedure set forth in subsection G of this section. The notice of violation shall contain the following information:

1. The name and address of the person to whom it is directed;
2. The location and specific description of the violation;
3. A statement that the notice (or order, in the case of a stop work or emergency order) is effective immediately upon posting at the site and/or receipt by the person to whom it is directed;
4. The notice of violation may include or reference a stop work order or emergency order requiring that the violation immediately cease, or that the potential violation be avoided;

5. The notice of violation may include or reference a stop work or emergency order requiring that the person cease all work on the premises until correction and/or remediation of the violation as specified in the order;
6. A specific identification of each standard, code provision or requirement violated;
7. A specific description of the actions required to correct, remedy or avoid the violation or to comply with the standards, code provision or requirements, including, but not limited to, replacement, repair, supplementation, revegetation or restoration;
8. A reasonable time for compliance;
9. A statement that the violation may result in the imposition of penalties, and, if the violation is not already subject to criminal prosecution, that any subsequent violations may result in criminal prosecution as provided in PMC 20.82.011 (or 20.82.013 for subdivision violations);
10. A statement that failure to comply with the notice of violation may result in further enforcement actions, including issuance of additional notices of violation, civil fines and criminal penalties; and
11. A statement that the notice of violation represents a determination that a violation has been committed by the person named in the notice of violation, and that the determination shall be final unless appealed as provided in PMC 20.82.008, and that the appeal must be timely filed under the procedures set forth in PMC 20.82.008(E) (within 15 calendar days of service of the notice of violation).

D. Each Day a Separate Violation. Each day a person or entity fails to comply with the code provision cited in the notice of violation may be considered a separate violation for which a penalty may be imposed. However, no additional penalty for a continuing violation, if different from the violation described in the Notice of Violation, may be assessed without the provision of an additional notice of violation and an opportunity for an appeal.

E. Service. The notice of violation shall be served on the owner, tenant or other person responsible for the condition in the manner set forth in RCW 4.28.080 for service of a summons, or personally, as set forth in RCW 4.28.080(15). In lieu of service under RCW 4.28.080(15), where the person cannot with reasonable diligence be served as described, the notice of violation may be served as provided in RCW 4.28.080(16).

F. Posting. A copy of the notice of violation shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

G. Other Actions May Be Taken. Nothing in this chapter shall be deemed to limit or preclude any action or proceeding pursuant to PMC 20.82.006 (Stop work order), 20.82.007 (Emergency order), 20.82.010 (Civil penalty), 20.82.011 (Criminal penalties), 20.82.012 (Additional relief), or 20.82.013 (Subdivision violations).

H. Additional Notice to Others. The director may mail, or cause to be delivered, to all residential and/or nonresidential rental units in the structure, or post at a conspicuous place on the property, a notice which informs each recipient or resident about the notice of violation, stop work order or emergency order and the applicable requirements and procedures.

I. Recording. A copy of the notice of violation may be filed with the county auditor when the responsible party fails to correct the violation and no appeal is filed, or the director requests that the city attorney take appropriate enforcement action. The director may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property.

J. Amendment. A notice or order may be amended at any time in order to:

1. Correct clerical errors; or
2. Cite additional authority for a stated violation.

Section 2. Section 20.82.009 of the Black Diamond Municipal Code is hereby amended to read as follows:

20.82.009 Appeal hearing.

A. The public hearing on an appeal shall include the following elements and be conducted as follows:

1. The hearing examiner shall set the time and place of the hearing, and arrange for notice of the public hearing to be provided, except in cases involving an expedited hearing. For expedited hearings, notice of the hearing shall be provided to the appellant and every reasonable effort shall be made to schedule the hearing within one week after receipt of the appeal.
2. A party to the appeal may participate personally or by an attorney.
3. The hearing examiner shall, at the appropriate stage in the proceeding, give all parties full opportunity to submit and respond to motions and file briefs and objections.
4. If the person requesting the hearing fails to attend or participate in the hearing (other than filing the timely request for an appeal hearing as provided in this chapter), the hearing examiner may issue a default order of dismissal.

5. To the extent necessary for full disclosure of all relevant facts and issues, the hearing examiner shall afford to all parties the opportunity to respond, present evidence and argument, conduct cross-examination and submit rebuttal evidence.

6. The hearing examiner shall cause the hearing to be recorded by a method chosen by the city, which shall allow preparation of a verbatim transcript.

7. The hearing shall be open to public observation.

8. All testimony of parties and witnesses shall be made under oath or affirmation.

9. Ex parte communications shall be addressed as set forth in Chapter 42.36 RCW.

10. The scope and standard of review shall be de novo. The city shall have the initial burden of proof in cases involving notices of violation, stop work orders, emergency orders or penalties to demonstrate by a preponderance of the evidence the existence of a violation or that the legal standard for imposing the penalty has been met. The examiner shall grant substantial weight or otherwise accord deference whenever directed by ordinance or statute.

11. After the conclusion of the public hearing, the hearing examiner may allow the parties a designated time for the submission of memos, briefs or proposed findings, as long as the hearing examiner can still issue his/her final decision according to any applicable deadline established by this chapter.

12. At or after the appeal hearing on a notice of violation, the hearing examiner may:

a. Sustain the notice of violation;

b. Withdraw the notice of violation;

c. Continue the review to a date certain for receipt of additional information;

d. Modify the notice of violation, which may include an extension of the compliance date.

B. Except with regard to expedited hearings, the hearing examiner shall issue written findings of fact and conclusions of law within 10 calendar days of the date of the completion of the hearing and shall cause the same to be mailed by regular first class mail to the person(s) named on the notice of violation, mailed to the complainant, if possible. A copy of the final decision may be recorded against the property in the county auditor's

office. The decision on expedited hearings shall issue within five business days after the completion of the hearing.

C. The decision of the hearing examiner shall be final on a notice of violation, and no further administrative appeal may be filed. In order to appeal the decision of the hearing examiner on a notice of violation, a person with standing to appeal must file an appeal of the decision to superior court as provided under Chapter 36.70C RCW within the deadline set forth in RCW 36.70C.040. Following a finding of the hearing examiner of the existence of a violation at the appeal hearing, continuing penalties may be imposed. Penalties for continuing violations that were not identified in the appealed Notice of Violation may only be imposed by the provision of additional notices of violation and an opportunity for an appeal hearing. ~~No additional penalty for a continuing violation may be imposed without the provision of additional notices and opportunity for a hearing.~~

Section 3. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective five days after publication as provided by law.

PASSED by the Council and approved by the Mayor of the City of Pacific, this ____th day of _____, 2016.

CITY OF PACIFIC

Mayor Leanne Guier

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol Morris, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

DRAFT

**CITY OF PACIFIC
WASHINGTON**

RESOLUTION NO. 2016 - 330

A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON April 25, 2016 AT 6:30 PM, OR AS SOON THEREAFTER, IN THE CITY OF PACIFIC COUNCIL CHAMBERS TO HEAR FROM THE PUBLIC ON REVISIONS TO SECTIONS 20.82.004(D) AND 20.82.009(C) OF THE PACIFIC MUNICIPAL CODE.

WHEREAS, the change to the City's Zoning Code enforcement chapter (Section 20.82.004(D)) clarifies that the City need not issue any additional notices of violation after the initial notice of violation is sent out, unless the City is citing the property owner for different code violations. In addition, Section 20.82.009(C) is clarified to state that if the Hearing Examiner finds that a violation has occurred, penalties for continuing violations that were not identified in the appealed notices of violation may only be imposed if a new notice of violation issues.

WHEREAS, the proposed regulations are not "development regulations" and do not need to be forwarded to the Planning Commission for review.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. That said revisions to the Pacific Municipal Code Sections 20.82.004(d) and 20.82.009(c) shall be presented for hearing and determination on Monday, April 25, 2016, at the hour of 6:30 p.m. in the Council Chambers of the City of Pacific, at Pacific City Hall, Pacific, Washington, or as soon thereafter as the same may be heard, and that

Section 2. Notice of such hearing be given as approved by law.

ADOPTED BY THE CITY COUNCIL this 11th day of April, 2016.

CITY OF PACIFIC

LEANNE GUIER, MAYOR

ATTEST/AUTHENTICATED:

AMY STEVENSON-NESS, CITY CLERK

APPROVED AS TO FORM:

CAROL MORRIS, CITY ATTORNEY



AGENDA BILL NO. 16-037

TO: Mayor Guier and City Council Members
FROM: Richard Gould, City Administrator
MEETING DATE: April 4, 2016
SUBJECT: Council authorization for execution of a contract with Sitecrafting for development of a website and hosting.

ATTACHMENTS:

- **Resolution No. 2016-331**
- **Proposed Agreement**
- **Sitecrafting Proposal for Website Development and hosting**

Previous Council Review Date: August 17, 2015 and multiple Technology Committee Meetings in 2016.

Summary: The city's website needs to be updated. In August of 2015, a Request for Proposals issued, for the related work. Five responses were received by the City in October of 2015. The Technology Committee reviewed and scored the 5 proposals and rated Sitecrafting's proposal to be the one to take to the City Council. The Technology Committee rated Sitecrafting the highest based upon the RFP scoring matrix. Sitecrafting proposed to perform the following work for the City as follows:

Development of a new website for the City of Pacific: \$ 10,000
Hosting costs: \$ 149.00 per month

Recommended Action:

Motion to authorize the Mayor to sign the attached contract with SiteCrafting, to perform the activities described above, in the amount of \$10,000.00 along with \$149 per month for Website hosting.

Motion for Consideration: Council authorization for execution of a contract with Sitecrafting for development of a website and hosting.

Budget Impact: \$12,000

Alternatives: Stay with the current website and upgrade with Auburn IT.

CITY OF PACIFIC, WASHINGTON

RESOLUTION NO. 2016-331

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SITECRAFTING FOR WEBSITE REDESIGN, DEVELOPMENT AND IMPLEMENTATION OF A NEW WEBSITE FOR THE CITY OF PACIFIC.

WHEREAS, the City has a contract agreement with the City of Auburn to maintain the current City Website; and

WHEREAS, the City desires to enter into a contract with a consultant to develop a new website for the City, to facilitate stronger and more open communication with the public; and

WHEREAS, the City issued a RFP for the development of a new website; and

WHEREAS, the City desires to contract with Sitecrafting, which submitted a response to the City's RFP, for website redesign, development and implementation for the City, for an amount not to exceed \$10,000 (not including hosting); and

WHEREAS, the City desires to contract with Sitecrafting for the provision of website hosting, for the City, not to exceed \$149/month;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, AS FOLLOWS:

Section 1. The Council authorizes Mayor Guier to execute the attached contract with Sitecrafting for the provision of website redesign, development and implementation for the City of Pacific.

Section 2. This Resolution shall take effect and be in force immediately upon its passage.

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING THEREOF ON THE 11TH DAY OF APRIL 2016.

CITY OF PACIFIC

Leanne Guier, Mayor

ATTEST:

Amy Stevenson-Ness, City Clerk

Approved as to Form:

Carol Morris, City Attorney

CITY OF PACIFIC PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made effective as of the _____ day of _____, 2016, by and between the City of Pacific, a municipal corporation, organized under the laws of the State of Washington, whose address is:

CITY OF PACIFIC, WASHINGTON (hereinafter the “CITY”)
100 – 3rd Avenue S.E.
Pacific, Washington 98047
Contact: Mayor Leanne Guier Phone: 253-929-1100 Fax: 253-939-6026

and SiteCrafting, a Washington corporation, organized under the laws of the State of Washington, doing business at:

SiteCrafting (hereinafter the “CONSULTANT”)
2716 A Street
Tacoma, WA 98402

Contact: Brian Forth Phone: 253-272-2248 Fax: 253-276-0192

for professional services in connection with the following Project:

Redesign of the City’s Website

TERMS AND CONDITIONS

1. Services by Consultant.

A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work.

A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit “A (see SiteCrafting’s Proposal).” If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.

3. **Terms.** This Agreement shall commence on April 18, 2016, (“Commencement Date”) and shall terminate on December 31, 2016 unless extended or terminated in writing as provided herein.

4. Compensation.

- LUMP SUM. Compensation for these services shall be a Lump Sum of \$_____.
- TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed **\$ 10,000 including all applicable tax, without written authorization and will be based on billing rates and reimbursable expenses attached hereto as Exhibit A.**
- TIME AND MATERIALS. Compensation for these services shall **be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit “_____.”**
- OTHER. ___Hosting \$149 per month

5. Payment.

A. Consultant shall maintain time and expense records and provide them to the City monthly after services have been performed, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant’s business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

6. Discrimination and Compliance with Laws

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

C. Consultant shall obtain a City of Pacific business license prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Suspension and Termination of Agreement

A. Termination without cause. This Agreement may be terminated by the City at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. Termination with cause. The Agreement may be terminated upon the default of the Consultant.

C. Rights Upon Termination.

1. *With or Without Cause.* Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

2. *Default.* If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

D. Suspension. The City may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Notice of Termination or Suspension. If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date as stated in the City's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in Section 15 herein.

9. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

10. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 8 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City.

B. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

11. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents and sub-consultants in the performance of the work hereunder, and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

12. Indemnification. The Consultant 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 attorneys' fees, arising out of or in connection with the performance of this

Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant'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 Consultant and the City, its officers, officials, employees, agents and Volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'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 CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

13. Insurance. The Consultant 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 Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

B. Minimum Amounts of Insurance

Consultant 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.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Employer's Liability insurance each accident \$1,000,000; Employer's Liability Disease each employee \$1,000,000; and Employer's Liability Disease – Policy Limit \$1,000,000.

C. Other Insurance Provisions

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

1. The Consultant'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 Consultant's insurance and shall not contribute with it.
2. The Consultant'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.
3. The City will not waive its right to subrogation against the Consultant. The Consultant's insurance shall be endorsed acknowledging that the City will not waive their right to subrogation. The Consultant's insurance shall be endorsed to waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.
4. If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

Consultant 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 insurance requirements of the Consultant before commencement of the work.

14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

15. Notice. Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Leanne Guier
Mayor
100 – 3rd Avenue S.E.
Pacific, WA 98047

Phone: 253-929-1100
Fax: 253-939-6026

NAME OF CONSULTANT
Attn: Brian Forth
SiteCrafting
2716 A Street
Tacoma, WA 98402
aimholt@sitecrafting.com

Phone: 253-272-2248
Fax: 253-276-0192

16. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor, who shall determine the term or provision's true intent or meaning. The Mayor shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor or Administrator's determination in a reasonable time, or if the Consultant does not agree with the Mayor or Administrator's decision on a disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party.

17. General Provisions.

A. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

B. Modification. No waiver, alteration, 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 the Consultant.

C. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

D. Entire Agreement. The written provisions 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 whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the Exhibits

attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

CITY OF PACIFIC, WASHINGTON

CONSULTANT

By: _____
Leanne Guier
Mayor

SiteCrafting

By: _____

Date: _____

Name: A.J. Gordon
Title: Chief Financial Officer

Date: _____

Attest:

By: _____
Amy Stevenson-Ness
City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris
City Attorney



ANDREW IMHOLT
Business Development Specialist

- E** aimholt@sitecrafting.com
- T** 253.272.2248
- F** 253.276.0192
- W** sitecrafting.com

2716 A Street, Tacoma, WA 98402

RECEIVED
CITY OF PACIFIC

OCT 02 2015

CITY CLERK
PERSONNEL MANAGER

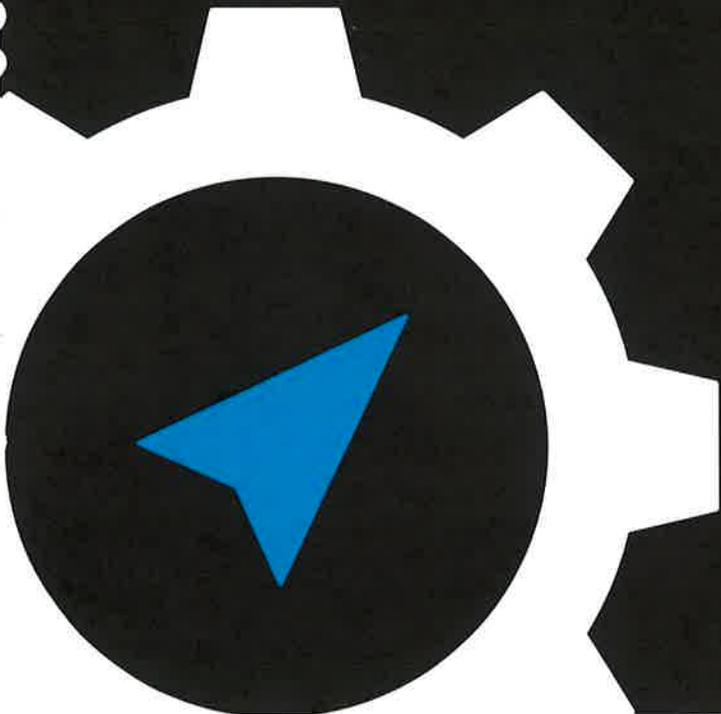


WEBSITE SERVICES

October 2, 2015

Prepared For:
City of Pacific

Prepared By:
Andrew Imholt



DISCOVER



DESIGN



BUILD



LAUNCH



GROW

LETTER OF INTEREST

Richard Gould
City Administrator
City of Pacific

100 3rd Avenue SE
Pacific, WA 98407

Dear Mr. Gould,

On behalf of SiteCrafting, I am pleased to present the City of Pacific with our response to the Request for Proposals for Website Redesign, Development and Implementation services for the City of Pacific Website.

The enclosed proposal provides the requested project estimate, information on our capabilities and qualifications, and our proposed project approach and schedule.

SiteCrafting has been headquartered in Tacoma, WA since 2002. We are located at 2716 A Street Tacoma, WA 98402

Partnering with organizations throughout the community in various ways has always been a valuable part of our identity. We strive to create solutions that improve the lives of our clients and their customers. Whether it's designing and developing websites, donating project time to non-profits or volunteering, we believe in using our services and talents as a company to invest in the community in which we work and live.

SiteCrafting has worked with several regional municipalities, government agencies, transit districts, and parks districts. We are familiar with the concerns of these agencies and structure our process to ensure a smooth project from start to finish.

It would be my pleasure to answer any additional questions you may have after reading through our proposal.

We are grateful for the opportunity to submit a response to this RFP.

Respectfully,

Andrew Imholt

Andrew Imholt
Business Development Specialist

SiteCrafting
2716 A Street
Tacoma, WA 98402
253-272-2248
aimholt@sitecrafting.com

RECEIVED
CITY OF PACIFIC
OCT 02 2015
CITY CLERK
PERSONNEL MANAGER

PROJECT ORGANIZATION AND STAFFING

SiteCrafting has a team of 35 full time talented designers and developers. Below are some of the team members that will be involved with each project - Full resumes are available upon request.

Chuck Johnston - User Experience Manager

Responsible for User Research and User Experience Design, Chuck ensures that websites are designed to be usable and user friendly. He holds a graduate certificate in User-Centered Design from the University of Washington where he is also finishing a Masters of Science in Engineering with the department of Human-Centered Design & Engineering.

Amy Stillman - Web Content Strategist

Responsible for Content Strategy and Search Engine Optimization. With a B.A. in Communication from Pacific Lutheran University, Amy has been crafting web content strategies for 15 years. She makes sure your website has content that meets your user's needs and is presented in a useful, easy to find way.

Glen Weiman - Art Director

Responsible for all client application user interface design. Glen heads up a team of designers whose sole priority is to create visually appealing and usable interface designs. Glen's experience includes: web accessibility/standards/usability, XHTML/CSS, search engine optimization and concept development. Glen graduated from the Art Institute of Seattle with specialization in Graphic Design.

Sean Dozeman - Front End Developer

Responsible for HTML/CSS prototyping, Sean brings a wealth of experience in User Interface design for both mobile and desktop. He graduated from the British Columbia Institute of Technology with honors as well as being 1st in his class.

Phil Price - Software Architect

Responsible for planning, documenting, and leading development of core software and internal tools. Researches, selects, evangelizes, and teaches new technologies to development staff. Phil's experience encompasses 13 years of developing. Education - Bachelor of Science in Computer Science at PLU.

Melissa Duncan - Project Manager

Melissa Duncan has worked in the internet and technology sector for over 10 years, in a variety of sectors, including software and web application development. Melissa is dedicated to quality results, attentional to detail, and continual improvement of her work and project processes.

DESCRIPTION OF RELATED EXPERIENCE

SiteCrafting is a full service digital agency. Our team of 35 designers, developers, usability experts, and web strategists have been crafting award winning web projects since 1998. We have worked with a variety of non-profits, municipalities, utilities, government agencies, and corporations. Care is taken in each project to establish clear goals for the project and implement a detailed project and communication plan to insure the success of the project. A large proportion of our work comes from the referral of satisfied customers.

Our capabilities include:

- User Centered Design
- UI/UX, PHP and .NET
- CMS development
- Full service hosting
- Web Content Strategy
- SEO / SEM
- Analytics and Measurement

As a full service digital agency, SiteCrafting's service offerings include every facet of website design and development. From user research and prototyping to graphic design, secure hosting and web content strategy; SiteCrafting has the ability to leverage its skills and experience to meet the needs of our clients. Client projects vary in size from small brochure websites, medium scale sites to large fortune 500 company sites. Other client projects include ongoing iteration and development projects with longstanding client relationships and research/strategy based projects.

SiteCrafting began as a technology company. Building the technical infrastructure for content management systems, event registration, permitting, and eCommerce has given us the technical experience to take on projects that others would pass. It is through this experience that we are able to not only find a solution that will work best for our clients, but in the case it could not be found, build it ourselves.

SiteCrafting has extensive experience building similar sites as the City of Pacific. From regional municipalities, government agencies, transit districts, and parks districts. We are familiar with the concerns of these agencies and structure our process to insure a smooth project from start to finish.

Our experience includes:

- Pierce County Library - Pierce County, WA
- Pierce Transit - Pierce County, WA
- Lane Transit District - Eugene, OR
- City of Gig Harbor, WA
- City of Puyallup, WA
- City of DuPont, WA
- MetroParks District - Pierce County, WA
- CVTV - Clark/Vancouver Television (Clark County Television / City of Vancouver)
- Tacoma - Public Utilities - Tacoma, WA
- Jefferson County Library - Port Hadlock, WA
- Snohomish County, WA
- City of Spokane, WA
- City of Gresham, OR
- City of Milton, WA

DESCRIPTION OF RELATED EXPERIENCE

Pierce Transit - piercetransit.org

Website Design & Development

Client Contact: Jason Robertson, jrobertson@piercetransit.org - (253) 581-8000

SiteCrafting designed and developed a new website for Pierce Transit.

Pierce Transit required several custom features to meet the needs of its riders. In addition to a basic content management system that could handle text, images, and video, they also needed a way to handle information related to the more than 35 bus routes spanning from Steilacoom to Federal Way and even out to Gig Harbor. Each route can be edited to show images, list stops, and maintain detour information. Pierce Transit also needed a way for the public to be able to purchase bus passes, ORCA cards, and process Vanpool payments.

A vital feature of the new site is its mobile capabilities. Populated with real-time data, users can plan trips, get route information, and see when their next bus will arrive, all through their smart phone.

Metro Parks District - metroparkstacoma.org

Website Redesign & CMS Upgrade

Client Contact: Nancy Johnson, nancyj@tacomaparks.com - (253)-305-1092

SiteCrafting redesigned and upgraded the website for Metro Parks Tacoma. The upgrade included moving the Metro Parks content management system to GearBox, a content management system allowing administrators to add, edit and delete web content with more ease and flexibility. Additional features include a mobile site that feature park finding capabilities, facilities management (including the ability to notify the public about rainouts), sports event scheduling, as well as press release and ads management.

SiteCrafting has been working with Metro Parks since 2004 and has launched sites for Metro Parks Tacoma, Northwest Trek, Point Defiance Zoo and Aquarium, Point Defiance Flower and Garden Show, as well as the Greater Metro Parks Foundation.

CVTV - cvtv.org

Website Design & Development

Client Contact: Jilayne Jordan, jilayne.jordan@cityofvancouver.us - (360)-487-8709

Clark/Vancouver Television (CVTV) is an award-winning government access cable channel that has been producing programming since 1983. CVTV's mission is to educate and raise awareness of local government and community issues and events for the citizens of Vancouver and Clark County by demonstrating open government, promoting community identity and encouraging public participation.

The new, mobile-friendly website is powered by GearBox, SiteCrafting's flagship content management system. The site was built in partnership with Invintus Media and is integrated with their media hosting and streaming services. Invintus Media offers enterprise webcasting solutions developed and utilized by TVW, a non-profit organization best described as Washington state's version of C-SPAN.

SiteCrafting has launched over 300 website projects in the past four years to a variety of clients and markets. The majority of SiteCrafting Clients are located in Tacoma, Seattle, Olympia and throughout Washington State. However, we do have a large number of out-of-state clients as well.

A complete list and featured website projects can be found at the following link:

sitecrafting.com/work

GENERAL APPROACH

SiteCrafting's project approach values collaboration and communication between the client, project manager, key team members, and all who perform work on a project. We ask that our clients work closely with our team in regard to project related inquiries, questions, materials acquisition (logos, photos, etc). In order to prevent project timeline and budget changes, we ask that clients respond to our inquiries promptly.

The project team is identified early in the process, so that their perspectives can be heard through the planning, execution, control, and delivery of each project. Quality assurance personnel review project requirements, documentation, and work closely with development staff to understand methodologies and technological solutions used to accomplish project requirements. All project staff are exposed to, and expected to uphold the value of being a "Guide" for our clients and their end users, keeping elements of User-Centered Design in mind when performing work, determining solutions, and when ensuring quality.

Frequent review and feedback cycles are invaluable to ensuring that goals and requirements are being met, change requests can be properly incorporated, and costly rework is minimized, and all team members are responsible together for delivering a completed project. Team members are encouraged to bring forth topics and questions, as well as suggestions.

Budgets are monitored closely and reported with frequent transparency to all stakeholders, to ensure efficient and cost-effective work is being produced through the entire project

Projects vary in size from small brochure websites, medium scale sites, research and strategy projects, to ongoing iteration and development projects with longstanding client relationships. Larger scale projects are kept to a smaller number, 2-3 concurrently, to ensure proper levels of team collaboration, and client service level.

Key personnel, such as the UX Manager, Web Content Strategist, Prototype and HTML/CSS Developers and development teams primarily focus work on 1-2 projects at a time, along with ongoing consultation and support to other team members.

SiteCrafting prides itself on being a valued and responsive partner, and upholds its standards for response time and meeting committed deadlines across all staff. Project Manager and functional managers meeting on at least a weekly basis to discuss project progress, impediments, and resource and capacity assignments to ensure that all projects are meeting their requirements, cost, and time goals.

GENERAL APPROACH

City of Pacific Project Needs

City of Pacific seeks to redesign their existing website in order to create a more professional, modernized website to serve as a positive first impression of the city, enhance the user experience, simplify content management, and provide better information and customer service to its residents, businesses, visitors, and the general community while meeting high standards for design quality and visual appeal.

To further determine project design and functionality needs for the City of Pacific redesign project, SiteCrafting will work closely with City of Pacific Pacific stakeholders during the initial Project Discovery Phase.

During the Project Discovery phase, SiteCrafting will gather a variety of information from the City of Pacific via phone meetings, on-site meetings, City of Pacific - completed questionnaires, and discussions. At the completion of this phase, SiteCrafting will present the data to City of Pacific and then organize the findings into items to be included in the initial site specifications.

Items to be discussed in detail during the Discovery Phase to include: design theme and layout considerations, responsive design (mobile-friendly), W3C compliance, existing website feedback to inform improved user experience, video /streaming integration, content management system needs, third party bill payment integration, security and compliance needs, contact form functionality for residents/businesses, electronic documentation archiving, interactive elements (online forms, membership/event registration, event calendar, bill payment, permit applications, etc), social media integration needs, form printing (pdf, word doc, etc) capabilities, content strategy and analytics needs.

If the City of Pacific elects to have assistance with content transfer, SiteCrafting will work with the City of Pacific on a plan to most efficiently transfer existing website content to the new City of Pacific Public Website. This process will be discussed during the Discovery and Design Phases and will likely include a solution that blends a few different approaches.

All successful project begin with planning and research. During the Discovery Phase SiteCrafting will work with City of Pacific to establish website goals, measurable metrics for the success of the project, and identify project budget and scope. SiteCrafting will architect a solution that is consistent with the defined budget and timeline articulated during this phase.

Additional design and functionality needs that exceed first phase project scope and budget can be scheduled for subsequent phases of development (phase 2, phase 3, etc).

GENERAL APPROACH

SiteCrafting First Phase Project Recommendations and Deliverables

At a minimum, SiteCrafting recommends (and can provide) the following deliverables based on the City of Pacific's stated project needs & budget of \$10,000:

- Two custom homepage design concepts (responsive design - desktop, tablet, mobile devices)
- Styled to match city branding, colors and logo with three templates
- Ability to make minor template layout modifications
- Homepage
- Department Landing Page
- General Interior Page
- Flexible Page Widgets
- Upcoming Events Widget
- Related Links Widget
- Files Download Widget
- Events Calendar Module
- News & Blog Module
- Forms Module
- User Group Permissions Module
- Search Engine Optimization Module (no strategy support)
- Alerts Module - for emergency or time sensitive alerts throughout the site
- Social Media icons
- WCAG 2.0 level AA compliant
- Google Analytics Integration
- Alerts Module - for emergency or time sensitive alerts throughout the site
- Social Feed Integration - integrate your City social stream onto the homepage (Twitter or Facebook)
- Email Sign Up Integration - gather email addresses on your website and automatically feed them into an Email Newsletter platform like Constant Contact or MailChimp

SCHEDULE

The following is a possible project timeline based on estimated hours and project scope. New discovery and response times can extend overall project timeline.

Major Tasks and Milestones

Discover Phase

TASK	DURATION	RESPONSIBLE PARTIES
Kickoff Meeting	Milestone	Project Management
Define Website Functionality	1 Week	User Experience Manager
Initial Site Specifications Review	Milestone	Project Management
Specifications Feedback Review & Revisions	1 Week	User Experience Manager & City of Pacific Stakeholders
Specifications/Scope Document Approval	Milestone	City of Pacific Stakeholders

APPROXIMATE DISCOVER PHASE TIMELINE, DEPENDING ON RESPONSE TIME: 2 WEEKS

Design Phase

TASK	DURATION	RESPONSIBLE PARTIES
Initial Concept Design	2 Weeks	Art Director
Design Review 1	Milestone	Project Management, Art Director
Concept Selected	Milestone	City of Pacific Stakeholders
Page Template Design	1 Week	Art Director
Design Review 2	Milestone	Project Management, Art Director
Design Concepts Reviewed	Milestone	City of Pacific Stakeholders
Template Development	1 Week	Front-End Developer
Design Review 3	Milestone	Project Management, Art Director

APPROXIMATE DESIGN PHASE TIMELINE, DEPENDING ON RESPONSE TIME: 4 WEEKS

SCHEDULE

Major Tasks and Milestones

Development Phase

TASK	DURATION	RESPONSIBLE PARTIES
Specifications Document Review	Milestone	Project Management
Specifications Document Approved	Milestone	City of Pacific Stakeholders
Admin Center And Functionality Development	2 Weeks	Web Production Manager
Development Complete	Milestone	Web Production Manager
Quality Assurance Testing and Bug Fixes	2 Weeks	Web Production Manager, Quality Assurance Analyst
QA Complete	Milestone	Web Production Manager, Quality Assurance Analyst

POSSIBLE BUILD PHASE TIMELINE, TO BE UPDATED BY SPECIFICATIONS DOCUMENT: 4 WEEKS

Launch Phase

TASK	DURATION	RESPONSIBLE PARTIES
Training	Milestone	Customer Success Manager
SiteCrafting/Client Content Entry	TBD	City of Pacific Stakeholders
Content Ready for Review	Milestone	City of Pacific Stakeholders
Launch Preparation	1 Week	Project Management, System Administrator
Site Live	Milestone	System Administrator, City of Pacific Technical Contact

LAUNCH PHASE TIMELINE IS A MINIMUM 1 WEEK, PLUS CONTENT ENTRY TIME

Based on SiteCrafting's existing project capacity and the initial scope of work listed by the City of Pacific, we anticipate the City of Pacific's Redesign, Development & Implementation project to take up to 11 weeks to complete from the approximate date the work is initiated.

A revised, final project timeline will be produced as a result of our Discovery Phase.

PROJECT ESTIMATE

All successful projects begin with planning and research. During the Discovery Phase SiteCrafting will work with City of Pacific to establish website goals, measurable metrics for the success of the project, and identify project budget and scope. SiteCrafting will architect a solution that is consistent with the defined budget and timeline articulated during this phase.

Project Estimate

DESCRIPTION	COST
User Experience Documentation (Scope Outline & Functionality) - 10 Hours	1500
Custom Website Design Concepts - Responsive Design for Custom WordPress Development - 20 Hours - Two custom homepage design concepts (responsive design - desktop, tablet, mobile devices) - Styled to match city branding, colors and logo with three templates	3000
Front End/HTML Slicing for Responsive Design - 15 Hours - Three templates - Homepage, Department Landing Page, General Interior Page	2250
WordPress CMS Development - 20 Hours - Flexible Page Widgets - Upcoming Events Widget - Related Links Widget - Files Download Widget - Events Calendar Module - News & Blog Module - Forms Module - User Group Permissions Module - Search Engine Optimization Module (no strategy support) - Alerts Module - Social Media icons - WCAG 2.0 level AA compliant - Google Analytics Integration - Alerts Module - Social Feed Integration - Email Sign Up Integration	3000
Content Transfer	TBD
CMS Training - 2 Hours	250
WordPress Hosting Monthly	75/month
TOTAL (NOT INCLUDING HOSTING & TBD)	10,000



Agenda Bill No. 16-038

TO: City Council Members
FROM: Mayor Guier
MEETING DATE: April 4, 2016
SUBJECT: Pacific Days Expenditure Discussion

ATTACHMENTS:

-

Previous Council Review Date: N/A

Summary: Included in the 2016 Tourism budget was a line item for a \$10,000 expenditure for Pacific Days. Mayor Guier would like to discuss this expenditure with council in a workshop forum.

Recommended Action:

Motion for Consideration:

Budget Impact:

Alternatives:



Agenda Bill No. 16-039

TO: City Council Members
FROM: Mayor Guier
MEETING DATE: April 4, 2016
SUBJECT: Extra Edition of City of Pacific Newsletter

ATTACHMENTS:

Previous Council Review Date: N/A

Summary: The next edition of the City of Pacific newsletter will be published the last week of April and the following edition will not come out until after Pacific Days. Mayor Guier is seeking council approval to publish an extra edition of the newsletter in order to feature Pacific Days events.

Recommended Action:

Motion for Consideration: I move to approve

Budget Impact: The cost to send out an extra edition of the newsletter, \$2,090.36

Alternatives: