COMMUNITY CENTER RENOVATION PROJECT
PACIFIC, WASHINGTON
Bid Number CC1901

Prepared by:
City of Pacific
100 3rd Avenue SE
Pacific, Washington 98047

March 2020
# SENIOR CENTER RENOVATION PROJECT
## TABLE OF CONTENTS

I INVITATION TO BID .................................................................................................................. I-1

II LEGAL DOCUMENTS
   Advertisement for Bid ............................................................................................................... II-1
   Notice to Prospective Bidders ................................................................................................. II-3
   Information and Bidders Checklist ....................................................................................... II-4
   Certificate of Materials Origin ............................................................................................ II-8
   Statement of Intent to Pay Prevailing Wages ..................................................................... II-10
   Affidavit of Wages Paid ........................................................................................................ II-11
   Proposal ............................................................................................................................... II-12
   Schedule of Contract Prices ................................................................................................. II-14
   Bidders Qualification Form ................................................................................................... II-17
   Selection of Retainage Option ............................................................................................... II-19
   Bid Security ......................................................................................................................... II-20
   Non Collusion Declaration .................................................................................................... II-21
   Disadvantage Business Enterprise Utilization Certification ............................................. II-22

III CONTRACT
   Contract ............................................................................................................................... III-1
   Performance Bond ............................................................................................................... III-11
   Maintenance Bond ............................................................................................................... III-16

IV SPECIAL PROVISIONS ...................................................................................................... IV-1

CONTRACT DRAWINGS
   APPENDIX A: Community Center Asbestos Survey
   APPENDIX B: Audio Visual System Schematics
   APPENDIX C: Federal Prevailing Wage Rates
   APPENDIX D: Washington State Prevailing Wage Rates for King County
INVITATION TO BID

BID
Notice is hereby given that sealed proposals will be received by the City of Pacific at City Hall, 100 3rd Avenue SE, Pacific, Washington 98047 until 11:00 a.m. local time on March 31, 2020, for the Renovation of the City of Pacific Community Center located at 305 Milwaukee Boulevard SE. Bids received after that date and time, even if mailed earlier, will not be accepted. Any questions may be referred to: Jim Morgan, Public Works Manager, (253) 929-1113.

GENERAL SCOPE OF WORK
There will be a pre-bid conference at 3:00 p.m. on March 24, 2020 at the Building Site, 100 3rd Avenue SE, Pacific, Washington. Prospective bidders are required to attend. Bids received from bidders who do not attend the mandatory pre-bid meeting will not be accepted.

The work to be performed will include all labor, materials, equipment, permits, agency and public notifications, disposal fees, and incidental necessary to abate asbestos and renovate the Senior Center building located at 100 3rd Avenue SE. The following is a partial list of the renovations required:

- Abate asbestos in flooring mastic.
- Remove existing flooring at select locations (vinyl, carpet, tile, etc.);
- Install new vinyl flooring at select locations;
- Remodel both restrooms to make both ADA compliant;
- Replace all gymnasium ceiling tiles;
- Patch and repaint all designated walls;
- Install audio visual system in gymnasium;
- Install theatrical drapes system;
- Install wall mounted sport protection pads; and
- Install monument sign at front of property.

Estimated Bid Range: $175,000 - $225,000

BID FORM
Each Bid must be submitted on the prescribed forms. All Bids must be submitted in a sealed envelope that is marked with the Bid Number CC1901, and the Project: COMMUNITY CENTER RENOVATION PROJECT. The envelope must also show the bidder’s name and address.

BID SECURITY
The Bid must be accompanied by a Bid Bond, certified check or a cashier’s check in an amount not less than five (5) percent of the base bid, not including Washington State Sales Tax. The Bid Bond is a guarantee that the lowest responsive bidder will, within 15 calendar days of the Notice of Award, execute a contract document with the City of Pacific. Should the selected bidder fail to execute the contract documents within the specified time, the Bid Bond shall be subject to forfeit.
ACCEPTANCE OR REJECTION OF BIDS
The City of Pacific reserves the right to reject any or all bids, waive any irregularities or technicalities, and to accept any bid if that action is believed to be in the best interest of the City. The City of Pacific reserves the right to select any item(s) or reject any or all item(s).

BID WITHDRAWAL
All bids shall be valid for a period of 60 calendar days following and including the day of bid opening, and no bids may be withdrawn for 30 days after bid opening without the expressed written consent of the City of Pacific.

PROJECT SPECIFICATIONS
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) 929-1113

SCHEDULE
The selected bidder must be able to begin Work within ten (10) working days after receiving a Notice to Proceed. All work must be completed within one hundred twenty (120) calendar days including the first day on the site.

STATE/LOCAL REQUIREMENTS
State, and local E.E.O., Affirmative Action, Labor Standards, and Prevailing Wage Laws and all other requirements are applicable to all activities related to this project, and must be complied with by all contractors, subcontractors, and lower tier subcontractors.

AFFIRMATIVE ACTION ON BID
The City of Pacific is an Equal Opportunity Employer. Women and Minority contractors, King County businesses, and King County lower income residents, whom are qualified to perform all or part of the required services, are encouraged to participate by bidding the project, or by offering their services to other bidders as subcontractors or suppliers.
Proposal
ADVERTISEMENT FOR BIDS

CITY OF PACIFIC
COMMUNITY CENTER RENOVATION PROJECT
CONTRACT NO. CC1901

BID

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- Remove existing flooring at select locations (vinyl, carpet, tile, etc.);
- Install new vinyl flooring at select locations;
- Remodel both restrooms to make both ADA compliant;
- Replace all gymnasium ceiling tiles;
- Patch and repaint all designated walls;
- Install audio visual system in gymnasium;
- Install theatrical drape system;
- Install wall mounted sport protection pads; and
- Install monument sign at front of property.

Estimated Bid Range: $175,000 - $225,000

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. In addition to other requirements in the Bid and Contract Documents, the bidder must comply with all
requirements in RCW 39.04.350. 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 will not be responsible for any errors in proposals. Bidders will not be allowed to alter proposals after the submittal deadline.

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) 929-1113.

Published in  The Seattle Daily Journal of Commerce, March 14 and 21, 2020
NOTICE TO PROSPECTIVE BIDDERS
COMMUNITY CENTER RENOVATION PROJECT

In accordance with Section 1-02.4(1) of the Standard Specifications, it is the City of Pacific’s policy that questions concerning the project during the bidding process be submitted in written form. Please submit any questions that are pertinent to bidding the contract, and that are not answered by information contained in the Contract Documents, to the City of Pacific Engineering Department via telephone facsimile (fax): (253) 887-9910, Attention: James J. Morgan, P.E.

All faxes must be received at least 3 business days prior to the bid opening for a response. All prospective bidder questions and the City’s response will be sent via fax or email, if possible, to all prospective bidders who have purchased plans approximately 2 days prior to the bid opening.

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

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

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

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

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Please respond to:

Name: ________________________________________

Representing: _________________________________

Address: ______________________________________

___________________________________________

___________________________________________

Fax Number: ____________________________________

City of Pacific
Community Center Renovation Project
Contract Documents
INFORMATION AND CHECKLIST FOR BIDDERS

The following supplements the information in the Advertisement for Bids:

1. **Pre-Bid Conference**

   A pre-bid conference will be held at Pacific Community on **March 24, 2020**, at **3:00 pm**. All potential bidders are encouraged to attend. This will be your only opportunity to ask direct questions related to the project. Information from the pre-bid conference will not be made available to bidders who do not attend. The Engineer will transmit to all prospective Bidders of record such addenda as the Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

2. **Examination of Plans, Specifications, and Site**

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

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

3. **Property Issues**

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

4. **Interpretation of Bid Documents**

   The Bidder shall promptly notify Owner of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from the Bid Documents. Questions or comments about these Bid Documents should be directed to the attention of: James J. Morgan, P.E., Public Works for the City of Pacific, 100 3rd Avenue SE, Pacific, WA 98047, phone (253) 929-1113.

   Questions received less than 3 days prior to the date of bid opening may not be answered. Any interpretation or correction of the Bid Documents will be made only by addendum, and a copy of such addendum will be mailed or delivered to each person receiving a set of such Bid Documents. The Owner will not be responsible for any other explanations or interpretations of the Bid Documents. No oral interpretations of any provision in the Bid Documents will be made to any Bidder.
5. Bidding Checklist

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

A. Proposal – Bidders must bid on all items contained in the Proposal. If any unit price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the extension column.

B. Bid Security – Bid Bond is to be executed by the Bidder and the surety company unless bid is accompanied by a cash deposit, cashier’s or certified check, or postal money order. The amount of this bond shall be not less than five percent (5%) of the total bid, including sales tax, if applicable, and may be shown in dollars. Surety must be authorized to do business in the State of Washington, and must be on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

i. The bond form included in these Contract Provisions MUST be used; no substitute will be accepted. If an attorney-in-fact signs the bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.

ii. The bid bond/deposit of the successful Bidder will be returned provided he executes the Contract, furnishes satisfactory performance bond covering the full amount of work, provides evidence of insurance coverage, and other documents required by the contract documents within 14 calendar days after Notice of Award. Should he/she fail or refuse to do so, the Bid Deposit or Bond shall be forfeited to the City of Pacific as liquidated damages for such failure.

iii. The City reserves the right to retain the security of the three lowest bidders until the successful Bidder has executed the Contract and furnished the performance bond.

C. Non-Collusion Declaration – DOT Form 272-036H EF included in these Contract Provisions must be returned with the bid proposal.

D. Bidder’s Qualification Form – Regarding forms D and E, the Owner reserves the right to check all statements and to judge the adequacy of the Bidders qualifications.

E. DBE Utilization Certification Form – Must be filled in and signed.

6. Contract Checklist

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

A. Contract – Three copies to be executed by the successful Bidder.

B. Performance/Payment Bond and Warranty Bond – Three copies to be executed by the successful Bidder and his surety company. This bond covers successful completion of all work and payment of all laborers, subcontractors, suppliers, etc. The bond form included in these Bid Documents MUST be used; no substitute will be accepted. If an Attorney-in-fact signs the bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.
C. **Certificates of Insurance** – To be executed by an insurance company acceptable to the Owner, on ACCORD Forms. Required coverages are listed in Section 1-07.18 of the Standard Specifications, as may be modified by the Special Provisions. See additional Indemnification and Insurance requirements in sections 16 and 17, respectively, of the Supplementary King County Contract Conditions. The Owner shall be named as “Additional Insured” on the insurance policies.

D. **Selection of Retainage Option** – The above Bid and Contract Documents must be executed by the Contractor’s President or Vice-President if a corporation, or by a partner if a partnership. In the event another person has been duly authorized to execute contracts, a copy of the resolution or other minutes establishing this authority must be attached to the Proposal and Contract documents.

E. **Prevailing Wage Requirements** –

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

The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract and will continue in effect for the first contract year. Wages paid to the employees of the selected vendor must be altered annually to recognize and follow the most recently promulgated increases or decreases in prevailing wages each year after the first year of the contract period.

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

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

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

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

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City. The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, RCW 39.12.060 and WAC 296-127-060.
7. **Contractor Disqualification**

1) A bidder will be deemed not responsible and the proposal rejected if the bidder does not meet the responsibility criteria in RCW 39.04.

2) A bidder may be deemed not responsible and the proposal rejected if:

   a. More than one proposal is submitted for the same project from a bidder under the same or different names;

   b. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;

   c. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the bidder;

   d. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women’s Business Enterprise utilization;

   e. There is uncompleted work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the work bid upon;

   f. The bidder failed to settle bills for labor or materials on past or current contracts;

   g. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;

   h. The bidder is unable, financially or otherwise, to perform the work; or

   i. There are any other reasons deemed proper by the Contracting Agency.

3) If the City determines the bidder does not meet the bidder responsibility criteria in paragraph B above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within twenty-four 24 hours\(^1\) of receipt of the City’s determination by presenting additional information to the City. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until two (2) business days\(^2\) after the bidder determined to be not responsible has received the final determination.

\(^1\) The time deadline for a bidder to appeal a determination that they are not responsible, as indicated here, may be modified by the City, adopting either a standard for all projects or changing it on a project-by-project basis.

\(^2\) This two-day period of time may not be reduced. It is required in RCW 39.04.350(3)(d).
# Certification of Materials Origin

*(Required for Acceptance of Steel Materials)*

<table>
<thead>
<tr>
<th>Awarding Agency Contract No. and Title</th>
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<tbody>
<tr>
<td>Contractor</td>
</tr>
<tr>
<td>Subcontractor</td>
</tr>
<tr>
<td>Manufacturer / Supplier</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Materials: Bid Item No. / Bid Item Description</th>
<th>Quantity</th>
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<tr>
<td>Material Description</td>
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The following Certification of Materials Origin is made for the purposes of establishing materials acceptance under Contract Provisions entitled "Buy America." Materials as described above are furnished for use in compliance with the certification as noted in 1 or 2 below. Manufacturing processes for the materials are defined on the back of this form.

1. The materials covered by this certification are American-Made with all manufacturing processes entirely within the United States of America.

2. The materials furnished for this project under this certification contain steel or iron manufactured, all or in part, outside the United States of America, as indicated below.

The Description of these materials and the Country of Origin of these materials is as follows:

The Invoice Cost for the above described foreign-made materials is:

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

Contractor / Subcontractor / Manufacturer / Supplier Name

Authorized Corporate Official Signature | Date | Place

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City of Pacific  
Community Center Renovation Project  
Contract Documents  

Contract CC1901  
March 2020

Side 1 of 2
The following items are considered to be Steel or Iron Manufacturing Processes

1. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron. Foreign source steel ingots or foreign source steel billets used in any manufacturing process of a steel product is considered foreign steel under the Buy America Provision.

2. Production of Steel by any of the following processes:
   a. Open Hearth Furnace.
   b. Basic Oxygen.
   c. Electric Furnace.
   d. Direct Reduction.

3. Rolling, heat treating, and any other similar processing.

4. Fabrication of the products:
   a. Spinning wire into cable or strand.
   b. Corrugating and rolling into culverts.
   c. Shop fabrication.

5. Protective coatings such as zinc, aluminum, epoxy, paint, or any other coating that protects or enhances the value of steel or iron.

6. Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.
STATEMENT OF INTENT TO PAY PREVAILING WAGES
Public Works Contract
$40.00 Filing Fee Required

Intent ID # (Assigned by L&I)

<table>
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<tr>
<th>Project Name</th>
<th>Contract Number</th>
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Contract Awarding Agency (public agency - not federal or private)

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<table>
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<tr>
<th>City</th>
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<th>City where work will be performed</th>
<th>County where work will be performed</th>
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<table>
<thead>
<tr>
<th>Bid due date (mm/dd/yyyy)</th>
<th>Date contract awarded (mm/dd/yyyy)</th>
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Prime Contractor (has contract with the public agency) | Prime’s Phone Number

<table>
<thead>
<tr>
<th>Prime’s Contractor Registration Number</th>
<th>Prime’s UBI Number</th>
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Will all work be subcontracted? | Do you intend to use subcontractors?

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<th>Yes</th>
<th>No</th>
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Responding "Yes" to either of the questions above will then require you to list the subcontractor, their UBI # and Contractor Registration # (if they are required to have one) on Addendum B of the Affidavit of Wages Paid form.

Number of Owner/Operators that own at least 30% of the company who will perform work on the project:

Will employees perform work on this project? | Yes | No | If "Yes", please list worker's craft/trade/occupation below. (If you choose "No" and this changes later, you certify that you will submit a new form listing workers.)

| Expected job start date (mm/dd/yyyy) | Do you intend to use apprentice employees?
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<tbody>
<tr>
<td></td>
<td>Yes</td>
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</table>

Craft/trade/occupation. (Do NOT list apprentices.) When using employees in more than one craft, each craft transition must be accurately recorded on the time sheet:

<table>
<thead>
<tr>
<th>Estimated number of workers</th>
<th>Rate of hourly pay</th>
<th>Rate of hourly fringe benefits</th>
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Company Name

Address

City | State | ZIP+4
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Contractor Registration Number | UBI Number

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<tr>
<th>Industrial Insurance Account Number</th>
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</table>

Email Address | Phone Number

For L&I Use Only

APPROVED: Department of Labor and Industries

By

Industrial Statistician

P700-029-000 statement of intent to pay prevailing wages 05-08

Indicate total dollar amount of your contract (including Sales Tax) or time and materials, if applicable.

$ |

I hereby certify that the information, including any addendums, is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.

Title | Signature

For L&I Use Only

Check Number: | $40 or |

Issued By:

DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I
(While & copies must be submitted after will be returned by L&I after approval.)
### AFFIDAVIT OF WAGES PAID

Public Works Contract
$40.00 Filing Fee Required

**Affidavit ID # (Assigned by L&I)**

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Contract Number</th>
</tr>
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<table>
<thead>
<tr>
<th>Awarding Agency Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>State ZIP+4</td>
</tr>
<tr>
<td>Awarding Agency Project Contact Person</td>
<td>Phone Number</td>
</tr>
<tr>
<td>County where work was performed</td>
<td>City where work was performed</td>
</tr>
<tr>
<td>Bed due date (mm/dd/yyyy)</td>
<td>Date contract awarded (mm/dd/yyyy)</td>
</tr>
<tr>
<td>Date work completed (mm/dd/yyyy)</td>
<td>Date Intent filed (mm/dd/yyyy)</td>
</tr>
<tr>
<td>Intent ID #</td>
<td></td>
</tr>
</tbody>
</table>

Was all work subcontracted? [ ] Yes [ ] No

Did you use subcontractors? [ ] Yes [ ] No

If "Yes" to either of the above questions, will require that you fill out Addendum B: List of Next Tier Subcontractors.

Job start date (mm/dd/yyyy)

<table>
<thead>
<tr>
<th>Number of workers</th>
<th>Total # of hours worked – ex. trade</th>
<th>Rate of hourly pay</th>
<th>Rate of hourly fringe benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

Craft/trade/occupation and apprentices (For apprentices, give name, registration #, trade, dates of work on project, stage of progression, wage and fringe.)

<table>
<thead>
<tr>
<th>Company Name</th>
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<table>
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<tr>
<th>Address</th>
<th>State ZIP+4</th>
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<td></td>
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</tbody>
</table>

Contractor Registration Number UBI Number

<table>
<thead>
<tr>
<th>Industrial Insurance Account Number</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

For L&I Use Only

Indicate total dollar amount of your contract (including Sales Tax.) $ __________

I hereby certify that the information, including any addendums, is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.

Title Signature

Check Number: [ ] $40 or $ __________ Issued By: ________________________________

DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I

(While & casary copies must be submitted-casary will be retained by L&I after approval.

---

Department of Labor and Industries
Prevailing Wage
(360) 902-5335
www.lni.wa.gov/TradesLicensing/PrevWage

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

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

[Signature]

Industrial Statistician

F700-007-000 affidavit of wages 05-08

City of Pacific
Community Center Renovation Project
Contract Documents
Contract CC1901
March 2020
PROPOSAL
CITY OF PACIFIC
COMMUNITY CENTER RENOVATION PROJECT
CONTRACT NO. CC1901

To: Mayor and City Council
City of Pacific, Washington

Contractor: _________________________________ State License No.: _______________________
Date: _________________________________ 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 it may not withdraw its bid after the hour set for the opening thereof, unless the award of contract is delayed for a period exceeding forty-five (45) days. If it is determined to be in the best interest of the City, the City reserves the right to request an extension of bid prices during the review process.

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 10 calendar days of Notice of Award, he will meet with City staff to coordinate the schedule and date to begin, and complete the construction June 30, 2020.
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
### COMMUNITY CENTER RENOVATION 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.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Estimated Quantity</th>
<th>SP/STD</th>
<th>Description of Item</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Lump Sum STD</td>
<td></td>
<td>Mobilization</td>
<td>L.S.</td>
<td>$_________</td>
</tr>
<tr>
<td>2.</td>
<td>Lump Sum SP</td>
<td></td>
<td>Asbestos Abatement</td>
<td>L.S.</td>
<td>$_________</td>
</tr>
<tr>
<td>3.</td>
<td>CALC STD</td>
<td></td>
<td>Minor Change</td>
<td>Per Estimate</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>4.</td>
<td>2 Each SP</td>
<td></td>
<td>Restroom Renovation (Men’s and Women’s)</td>
<td>Each.</td>
<td>$_________</td>
</tr>
<tr>
<td>5.</td>
<td>1 Each SP</td>
<td></td>
<td>Restroom Renovation (Unisex)</td>
<td>L.S.</td>
<td>$_________</td>
</tr>
<tr>
<td>6.</td>
<td>Lump Sum SP</td>
<td></td>
<td>Paint</td>
<td>L.S.</td>
<td>$_________</td>
</tr>
<tr>
<td>7.</td>
<td>Lump Sum SP</td>
<td></td>
<td>Audio Visual Improvements</td>
<td>L.S.</td>
<td>$_________</td>
</tr>
<tr>
<td>8.</td>
<td>Lump Sum SP</td>
<td></td>
<td>Theatrical Drapes</td>
<td>L.S.</td>
<td>$_________</td>
</tr>
<tr>
<td>9.</td>
<td>Lump Sum SP</td>
<td></td>
<td>Wall Mounted Sport Protection Pads</td>
<td>L.S.</td>
<td>$_________</td>
</tr>
<tr>
<td>10.</td>
<td>Lump Sum SP</td>
<td></td>
<td>Ceiling Tile Replacement</td>
<td>L.S.</td>
<td>$_________</td>
</tr>
<tr>
<td>11.</td>
<td>Lump Sum SP</td>
<td></td>
<td>Flooring Replacement</td>
<td>L.S.</td>
<td>$_________</td>
</tr>
</tbody>
</table>

City of Pacific  
Community Center Renovation Project  
Contract CC1901  
Contract Documents  
March 2020
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Estimated Quantity</th>
<th>SP/STD</th>
<th>Description of Item</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
<td>Lump Sum</td>
<td>SP</td>
<td>Electronic Marquee Sign</td>
<td>$__________</td>
<td>L.S. $__________</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Words) (SP)</td>
<td>Per Lump Sum</td>
<td></td>
</tr>
</tbody>
</table>

Sub Total $__________

Washington State Sales Tax (10.0%) $__________

TOTAL BID: $__________

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

### COMMUNITY CENTER RENOVATION PROJECT

**CONTRACT NO. CC1901**

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date of Receipt</th>
<th>Addendum No.</th>
<th>Date of Receipt</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**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: ________________________________

Address: __________________________________________

Phone Number: _____________________________

Signature of Authorized Official: ________________________________

Printed Name and Title: ________________________________

**NOTES:** If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).

STATE OF ___________________________

)ss.

COUNTY OF ___________________________

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

Dated this ______ day of ____________, 20____.

______________________________

Notary Public

______________________________

Printed Name

My Commission Expires: ____________________
BIDDER’S QUALIFICATION FORM
CITY OF PACIFIC
COMMUNITY CENTER RENOVATION PROJECT T
CONTRACT NO. CC1901

1. Firm Name: _____________________________________________________________
   Firm Address: ___________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

2. Telephone No. (______) ______________________ Fax No.: (______)________________

3. Washington State UBI No. ________________________ Expires: ________________

4. Washington State Contractor Registration No. ____________________________ Expires: __________

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

6. Particular types of construction performed by your company: ____________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

7. Gross amount of contracts now on hand: $ ________________________________

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Years of Construction Experience</th>
<th>Availability</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

9. List equipment available for anticipated work:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item</th>
<th>General Description, Size, Capacity, Title</th>
<th>Ownership (Own, Rent, Lease)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

10. Bank Reference:

Name, Account Type: __________________
Address: __________________

By: ______________________________________

(Authorized Signature)

Title: __________________

(1) Any bidder having current outstanding litigation with the City will not be considered responsible and will be rejected by the City.
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 ___________________________ Date ___________________________
BID SECURITY
CITY OF PACIFIC
COMMUNITY CENTER RENOVATION PROJECT
CONTRACT NO. CC1901

Bid Deposit:
The undersigned Principal hereby submits a Bid Deposit with the City of PACIFIC in the form of a cash deposit, certified or cashier’s check, or postal money order in the amount of ______________________ Dollars ($__________________).

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

The conditions of this obligation are such that if the Obligee shall make any award to the Principal for ____________________________________, PACIFIC, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said Proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this Bond. Principle and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Obligee reasonable attorney’s fees, whether or not suit is commenced, in addition to the penal sum.

Signed, Sealed and Dated this ______ day of ____________________, 20____.

________________________________________ By ___________________ _________________
Principal Surety

Signature of Authorized Official
Signed, Sealed and Dated this ______ day of ____________________, 20____.

Signature of Authorized Official

Printed Name and Title

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

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specification.
Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

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.)

<table>
<thead>
<tr>
<th>Name of DBE Certificate Number</th>
<th>Project Role * (Prime, Subcontractor, Manufacturer, Regular Dealer)</th>
<th>Description of Work</th>
<th>Amount to be Applied Towards Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>9.</td>
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<tr>
<td>10.</td>
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</tr>
</tbody>
</table>

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.
CONTRACT

CITY OF PACIFIC
COMMUNITY CENTER RENOVATION PROJECT
CONTRACT NO. CC1901

THIS AGREEMENT made and entered into this ___th day of April, 2020, 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 ______________ 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 COMMUNITY CENTER RENOVATION 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 4031, 2020, and the 2018 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 120 calendar days after the Notice to Proceed Date.

Community Center Renovation Project ("Project"). The Project is detailed in the Scope of Work, Exhibit A, and the following additional Contract Documents, which are attached hereto and incorporated herein by reference:

- Project Specifications
- Plans and Contract Drawings
- Federal Contract Requirements
- Selection of Retainage Option
- Payment and Performance Bonds
- 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 July 15, 2020. 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 ___________________ /100ths Dollars ($__________), 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.** The Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the Contract and work done. This requirement will apply continuously and not be limited to working hours. It is further understood that the City shall be in no way responsible for the Contractor’s compliance with safety regulations and that the Contractor shall fully comply with all applicable local, county, State, and Federal safety laws, rules, and regulations. Such safety procedures, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the City shall assume no responsibility.
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.


11.1 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:  

Signature: ______________________________
MAYOR, Leanne Guier
Date: ________________________________

CONTRACTOR:

Signature: ______________________________
Print Name: ______________________________
Title: ________________________________
Date: ________________________________
Taxpayer ID #: ______________________________

CITY CONTACT:

Print Name: ______________________________

CONTRACTOR CONTACT:

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 #: CC1901
SURETY BOND #: 
DATE POSTED: 
PROJECT COMPLETION DATE: 

RE: Project Name: COMMUNITY CENTER RENOVATION PROJECT
Owner/Developer/Contractor: 
Project Address: 305 Milwaukee Boulevard S 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: COMMUNITY CENTER RENOVATION 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:
   - Abate asbestos in flooring mastic;
   - Remove existing flooring at select locations (vinyl, carpet, tile, etc.);
   - Install new vinyl flooring at select locations;
   - Remodel both restrooms to make both ADA compliant;
   - Replace all gymnasium ceiling tiles;
   - Patch and repaint all designated walls;
   - Install audio visual system in gymnasium;
   - Install monument sign at front of property.

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 ___________ which time period shall begin to run from the earlier of ___________ 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. The Maintenance bond amount shall be for ___________/100ths Dollars ($__________), which is not less than twenty percent (20%) 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 __________________, 2020.

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

By: ________________________________      By: ________________________________
   Its ________________________________      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: ________________________________      Date: ________________________________
   Its: Mayor

APPROVED AS TO FORM:

____________________________________
Charlotte Archer, 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)

(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: ______________

NOTARY PUBLIC in and for the State of Washington, residing at: _________________________________
My Commission expires: ______________
CITY OF PACIFIC
MAINTENANCE/WARRANTY BOND

Project #: CC1901
Surety Bond #: __________________________
Date Posted: __________________________
Expiration Date: ________________________

RE: Project Name: Community Center Renovation 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 , 2020.

SURETY COMPANY  
(Signature must be notarized)  
(CONTRACTOR  
(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  
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  
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: ____________
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 Prime Contractor’s bookkeeper/accountant/individual in charge of payroll shall attend a Preconstruction Conference with representatives of the Owner, and the King County Community Development Block Grant Program. The Conference will be held to establish procedures for discussion of Federal and State Prevailing Wage requirements for the project. 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 encourage their attendance. Other items of note, not discussed at the technical preconstruction conference, may be discussed at the labor/administrative conference.

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 7 Authorization to Sign Payroll
   6. HCD Labor Form 8 Fringe Benefit Form attached to submitted weekly payrolls (Optional)
   7. HCD Labor Form 9 Dept. of Labor Weekly Payroll Form WH347
   8. HCD Labor Form 9A Employee Roster Form (Optional)
   9. HCD Labor Form 10 No Work Performed in lieu of Dept of Labor Payroll Form if no work is performed
   10. HCD Labor Form 13 Labor Compliance Closeout List
   11. HCD Section 3 Form 1 HUD Section 3 re New Hires on contracts over $100,000
   12. 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
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 may be 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 l(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)(l)(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)(l)(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 1215-0140.)

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)(l)(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 l(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.

a. The contractor shall submit weekly for each week in which any
contract work is performed a copy of all payrolls to King County. The
payrolls submitted shall set out accurately and completely all of the
information required to be maintained under 29 CFR 5.5(a)(3)(i),
except that full social security numbers and home addresses shall not
be included on weekly transmittals. Instead the payrolls shall only
need to include an individually identifying number for each employee
(e.g., the last four digits of the employee's social security number). The
required weekly payroll information may be submitted in any form
desired. Optional Form WH-347 is available for this purpose from the
Wage and Hour Division Web site at
http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site.
The prime contractor is responsible for the submission of copies of
payrolls by all subcontractors. Contractors and subcontractors shall
maintain the full social security number and current address of each
covered worker, and shall provide them upon request to King County
for purposes of an investigation or audit of compliance with prevailing
wage requirements. It is not a violation of this section for a prime
contractor to require a subcontractor to provide addresses and social
security numbers to the prime contractor for its own records, without
weekly submission to the sponsoring government agency (or the
applicant, sponsor, or owner).

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(l) 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 classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator 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
Supplementary King County Contract Conditions (06/2014)

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
Supplementary King County Contract Conditions (06/2014)

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 sub-contractor. 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.
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


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 a 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


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

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

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, 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.
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
FOREWORD

These specifications are prepared using the 35 Division Format of the Construction Specifications Institute.

Specification Division headings, as such, appear only in the Index to Technical Provisions.

The Contractor shall check the full contents of the Specifications against the listings in the Table of Contents and the Index to Technical Provisions to assure that he/she has not received an incomplete document.

The first two digits of the Section number indicate the Division to which the Section belongs. The last page of each Section is marked with “END OF SECTION.”

Also included by reference is Division 1 of the 2018 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction, as applicable to the project.

END OF SECTION
TECHNICAL SPECIFICATIONS – COMMUNITY CENTER

DIVISION 01  GENERAL REQUIREMENTS
  011000  SUMMARY
  013300  SUBMITTAL PROCEDURES
  014000  QUALITY REQUIREMENTS
  014200  REFERENCES
  017419  CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
  017700  CLOSEOUT PROCEDURES
  017839  PROJECT RECORD DOCUMENTS

DIVISION 02  EXISTING CONDITIONS
  022623  ASBESTOS ABATEMENT
  024119  SELECTIVE INTERIOR DEMOLITION

DIVISION 03  CONCRETE
  030130  MAINTENANCE OF CST IN PLACE CONCRETE

DIVISION 04  MASONRY
  NOT USED

DIVISION 05  METALS
  NOT USED

DIVISION 06  WOOD AND PLASTICS
  061053  MISCELLANEOUS ROUGH CARPENTRY
  062023  INTERIOR FINISH CARPENTRY

DIVISION 07  THERMAL AND MOISTURE PROTECTION
  NOT USED

DIVISION 08  OPENINGS
  081416  FLUSH WOOD DOORS
  087100  DOOR HARDWARE

DIVISION 09  FINISHES
  090133  INTERIOR AND EXTERIOR PAINT
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>092900</td>
<td>GYPSUM BOARD</td>
</tr>
<tr>
<td>095100</td>
<td>ACOUSTICAL TILE CEILINGS</td>
</tr>
<tr>
<td>096516</td>
<td>RESILIENT SHEET FLOORING</td>
</tr>
<tr>
<td>101463</td>
<td>ILLUMNATED MARQUEE SIGN</td>
</tr>
<tr>
<td>115223</td>
<td>PROJECTOR LIFTS AND MOUNTS</td>
</tr>
<tr>
<td>116623</td>
<td>GYMNASIUM PROTECTION ACCESSORIES</td>
</tr>
<tr>
<td>NOT USED</td>
<td></td>
</tr>
</tbody>
</table>

**DIVISION 10 SPECIALTIES**

**DIVISION 11 EQUIPMENT**

**DIVISION 12 FURNISHINGS**

**DIVISION 13 SPECIAL CONSTRUCTION**

**DIVISION 14 CONVEYING EQUIPMENT**

**DIVISION 21 FIRE SUPPRESSION**

**DIVISION 22 PLUMBING**

220500 COMMON WORK RESULTS FOR PLUMBING

224000 PLUMBING FIXTURES

**DIVISION 23 HEATING, VENTILATING, AIR CONDITIONING (HVAC)**

**DIVISION 25 INTEGRATED AUTOMATION**

**DIVISION 26 ELECTRICAL**

260500 COMMON WORK RESULTS FOR ELECTRICAL

260533 RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

262726 WIRING DEVICES

262816 ENCLOSED SWITCHES AND CIRCUIT BREAKERS
<table>
<thead>
<tr>
<th>DIVISION</th>
<th>CATEGORY</th>
<th>NOTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>COMMUNICATIONS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>INTEGRATED AUDIO VISUAL SYSTEMS AND EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>ELECTRONIC SAFETY AND SECURITY</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>EARTHWORK</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>EXTERIOR IMPROVEMENTS</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>UTILITIES</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>GUIDEWAYS / RAILWAYS</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>WATER WAY AND MARINE CONSTRUCTION</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>PROCESS INTERCONNECTIONS</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>BULK MATERIAL PROCESSING EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>PROCESS HEATING, COOLING, AND DRYING EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>PROCESS HEATING, COOLING, AND DRYGAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>POLLUTION AND WASTE CONTROL EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT</td>
<td></td>
</tr>
</tbody>
</table>
DIVISION 46  WATER AND WASTEWATER EQUIPMENT
          NOT USED

DIVISION 48  ELECTRICAL POWER GENERATION
          NOT USED

END OF TABLE OF CONTENTS
SECTION 011000
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.
   7. Miscellaneous provisions.

B. Related Requirements:
   1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: City of Pacific Community Center.
   1. Project Location: City of Pacific Community Center, Pacific, Washington 98047.

B. Owner: City of Pacific.
   1. Owner's Representative: Public Works Department, Jim Morgan, Project Manager.

C. Designer: City of Pacific.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:
   1. A Community Center renovation for the City of Pacific consisting of the following:
      • Replace existing flooring with new per finish schedule.
      • Remodel existing restrooms to make ADA compliant.
      • Repaint existing interior.
      • Install acoustic wall treatment
      • Install gymnasium wall padding
- Install new outlets
- Install new motorized projection screen and projector mounts
- Install new sound system

B. Type of Contract.
   1. Project will be constructed under a single prime contract.

1.4 ACCESS TO SITE

A. General: Contractor shall have limited use of Project building for construction operations during construction period. The Contractor shall schedule with the owner various phases of the project in advance to permit the owner to relocate activities as required.

B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

C. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
   1. Limits: Confine construction operations to area as indicated on drawings
   2. Driveways, Walkways and Entrances: Keep entrance to parking lot clear, do not store any materials in the parking area, allowing employee use of the area and clear for any emergency vehicle.
      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.

1.5 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and adjacent building(s) 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, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
   2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited
occupancy shall not constitute acceptance of the total Work.

1. Owner will prepare a Certificate of Substantial Completion prior to Owner acceptance of the completed Work.

2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.

3. Before Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.

4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.6 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.

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 two 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.

1. Notify Owner not less than two days in advance of proposed disruptive operations.

2. Obtain Owner’s written permission before proceeding with disruptive operations.

E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted, except in designated outdoor areas.

1.7 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 Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

3. Keynoting: Materials and products are identified by notes referencing Specification Section numbers found in this Project Manual.

PART 2 – PRODUCTS
(Not Used)

PART 3 – EXECUTION
(Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

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

B. Related Requirements:

1. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Owner’s responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Owner’s responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Owner and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Owner’s Digital Data Files: Electronic copies of digital data files of the Contract Drawings will be provided by Owner for Contractor's use in preparing submittals.

1. Owner will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.

   a. Owner makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.

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

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

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

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

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

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

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

D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.

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

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

3. Include the following information for processing and recording action taken:
   a. Project name.
   b. Date.
   c. Name of Owner.
   d. Name of Construction Manager.
   e. Name of Contractor.
   f. Name of subcontractor.
   g. Name of supplier.
   h. Name of manufacturer.
   i. Submittal number or other unique identifier, including revision identifier.
      1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
   j. Number and title of appropriate Specification Section.
   k. Drawing number and detail references, as appropriate.
   l. Location(s) where product is to be installed, as appropriate.
m. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Owner observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
   a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Owner.

5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Owner will return without review submittals received from sources other than Contractor.
   a. Transmittal Form for Paper Submittals: Use AIA Document G810 or CSI Form 12.1A.
   b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
      1) Project name.
      2) Date.
      3) Destination (To:).
      4) Source (From:).
      5) Name and address of Owner.
      6) Name of Construction Manager.
      7) Name of Contractor.
      8) Name of firm or entity that prepared submittal.
      9) Names of subcontractor, manufacturer, and supplier.
     10) Category and type of submittal.
     11) Submittal purpose and description.
     12) Specification Section number and title.
     13) Specification paragraph number or drawing designation and generic name for each of multiple items.
     14) Drawing number and detail references, as appropriate.
     15) Indication of full or partial submittal.
     16) Transmittal number, numbered consecutively.
     17) Submittal and transmittal distribution record.
     18) Remarks.
     19) Signature of transmitter.

E. Electronic Submittals: Identify and incorporate information in each electronic
submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

2. Name file with submittal number or other unique identifier, including revision identifier.
   a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01).
   
   Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Owner.

4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
   a. Project name.
   b. Date.
   c. Name and address of Owner.
   d. Name of Construction Manager.
   e. Name of Contractor.
   f. Name of firm or entity that prepared submittal.
   g. Names of subcontractor, manufacturer, and supplier.
   h. Category and type of submittal.
   i. Submittal purpose and description.
   j. Specification Section number and title.
   k. Specification paragraph number or drawing designation and generic name for each of multiple items.
   l. Drawing number and detail references, as appropriate.
   m. Location(s) where product is to be installed, as appropriate.
   n. Related physical samples submitted directly.
   o. Indication of full or partial submittal.
   p. Transmittal number, numbered consecutively.
   q. Submittal and transmittal distribution record.
   r. Other necessary identification.
   s. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
   a. Project name.
   b. Number and title of appropriate Specification Section.
   c. Manufacturer name.
   d. Product name.

F. Options: Identify options requiring selection by Owner.

G. Deviations: Identify deviations from the Contract Documents on submittals.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked with approval notation from Owner’s action stamp.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Owner’s action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:
   1. Post electronic submittals as PDF electronic files directly to specifically established for Project.
   2. Submit electronic submittals via email as PDF electronic files.
   3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Owner will return two copies.
   4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Owner will not return copies.
   5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and
certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.

b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Notation of coordination requirements.
   h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams showing factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.

6. Submit Product Data in the following format:
   a. PDF electronic file.
   b. Three paper copies of Product Data unless otherwise indicated. Owner will return two copies.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard...
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Identification of products.
   b. Schedules.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurement.
   f. Relationship and attachment to adjoining construction clearly indicated.
   g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).

3. Submit Shop Drawings in the following format:
   a. PDF electronic file.
   b. Two opaque (bond) copies of each submittal. Owner will return one copy(ies).
   c. Three opaque copies of each submittal. Owner will retain two copies; remainder will be returned.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.

2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of applicable Specification Section.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated
with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Owner will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Owner will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.

1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Submit product schedule in the following format:

a. PDF electronic file.

b. Three paper copies of product schedule or list unless otherwise indicated. Owner will return two copies.

F. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."

G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."

H. Application for Payment and Schedule of Values: Comply with requirements specified
I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Owners and owners, and other information specified.

M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

U. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."

V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed.
before installation of product, for compliance with performance requirements in the
Contract Documents.

W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on
testing agency's standard form, indicating and interpreting results of compatibility tests
performed before installation of product. Include written recommendations for primers
and substrate preparation needed for adhesion.

X. Field Test Reports: Submit written reports indicating and interpreting results of field
tests performed either during installation of product or after product is installed in its
final location, for compliance with requirements in the Contract Documents.

Y. Design Data: Prepare and submit written and graphic information, including, but not
limited to, performance and design criteria, list of applicable codes and regulations, and
calculations. Include list of assumptions and other performance and design criteria and
a summary of loads. Include load diagrams if applicable. Provide name and version of
software, if any, used for calculations. Include page numbers.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications
by a design professional are specifically required of Contractor by the Contract
Documents, provide products and systems complying with specific performance and
design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required,
submit a written request for additional information to Owner.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data,
and other required submittals, submit digitally signed PDF electronic file and 3 paper
copies of certificate, signed and sealed by the responsible design professional, for each
product and system specifically assigned to Contractor to be designed or certified by a
design professional.

1. Indicate that products and systems comply with performance and design criteria
in the Contract Documents. Include list of codes, loads, and other factors used in
performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for
coordination with other Work of the Contract and for compliance with the Contract
Documents. Note corrections and field dimensions. Mark with approval stamp before
submitting to Owner.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section
017700 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project
name and location, submittal number, Specification Section title and number, name of
reviewer, date of Contractor's approval, and statement certifying that submittal has
been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 OWNER’S ACTION

A. General: Owner will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Owner will review each submittal, make marks to indicate corrections or revisions required, and return it. Owner will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action. On advice of counsel, retain appropriate terms for action stamp and insert term and explanation of each action taken in subparagraph below. See Evaluations.

C. Informational Submittals: Owner will review each submittal and will not return it, or will return it if it does not comply with requirements. Owner will forward each submittal to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION
SECTION 014000
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

2. Requirements for Contractor to provide quality-assurance and -control services required by Owner, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

3. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Owner.

C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.

D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities...
having jurisdiction, to establish product performance and compliance with specified requirements.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Owner for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Owner.

2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force- resisting system quality-assurance plan prepared by Owner.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications
in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE
A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
   2. NVLAP: A testing agency accredited according to NIST’s National Voluntary Laboratory Accreditation Program.

H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
   1. Contractor responsibilities include the following:
      a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

d. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Owner, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Owner.

2. Notify Owner seven days in advance of dates and times when mockups will be constructed.

3. Demonstrate the proposed range of aesthetic effects and workmanship.

4. Obtain Owner’s approval of mockups before starting work, fabrication, or construction.
   a. Allow seven days for initial review and each re-review of each mockup.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

6. Demolish and remove mockups when directed unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified
testing agency to perform these quality-control services.

a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Owner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.

3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.

5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.

6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.

2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: a qualified testing agency special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:

B. Special Tests and Inspections: Conducted by a qualified testing agency special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Owner and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Owner with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected work.

PART 2 – PRODUCTS
(Not Used)
PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG
A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Owner.
   4. Identification of testing agency or special inspector conducting test or inspection.
B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Owner’s reference during normal working hours.

3.2 REPAIR AND PROTECTION
A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
B. Protect construction exposed by or for quality-control service activities.
C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION
SECTION 014200
REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Owner's action on Contractor's submittals, applications, and requests, "approved" is limited to Owner's duties and responsibilities as stated in the Conditions of the Contract.

C. "Direct": A command or instruction by Owner. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
2. ACI - American Concrete Institute; (Formerly: ACI International); www.abma.com.
10. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
11. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
12. ASSE - American Society of Safety Engineers (The); www.asse.org.
20. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
27. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
30. CWC - Composite Wood Council; (See CPA).
32. DHI - Door and Hardware Institute; www.dhi.org.
33. ESTA - Entertainment Services and Technology Association; (See PLASA).
38. ICBO - International Conference of Building Officials; (See ICC).
42. MPI - Master Painters Institute; www.paintinfo.com.
43. NECA - National Electrical Contractors Association; www.necanet.org.
44. NEMA - National Electrical Manufacturers Association; www.nema.org.
46. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
47. PDI - Plumbing & Drainage Institute; www.pdionline.org.
50. SJI - Steel Joist Institute; www.steeljoist.org.
52. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
53. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
55. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. COE - Army Corps of Engineers; www.usace.army.mil.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).

PART 2 - PRODUCTS
(Not Used)

PART 3 - EXECUTION
(Not Used)

END OF SECTION
SECTION 017419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY
A. Section includes administrative and procedural requirements for the following:
   1. Salvaging nonhazardous demolition and construction waste.
   2. Recycling nonhazardous demolition and construction waste.
   3. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS
A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

PART 2 – PRODUCTS
(Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION
A. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
   2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.
3.2 SALVAGING DEMOLITION WASTE
   A. Salvaged Items for Sale and Donation: Not permitted on Project site.

3.3 RECYCLING CONSTRUCTION WASTE, GENERAL
   A. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
      1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
         a. Inspect containers and bins for contamination and remove contaminated materials if found.
      2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
      3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
      4. Store components off the ground and protect from the weather.
      5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE
   A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
      1. Pulverize concrete to maximum 1-1/2-inch (38-mm) size.
   B. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
   C. Metals: Separate metals by type.
      1. Structural Steel: Stack members according to size, type of member, and length.
      2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
   D. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
   E. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
   F. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.
   G. Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
      1. Store clean, dry carpet in a closed container or trailer provided by Carpet
Reclamation Agency or Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

H. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:
   1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
   3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
   4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:
   1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
   2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.
   1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
   1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.

D. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION
SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:
   1. Record Drawings.
   2. Record Specifications.
   3. Record Product Data.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Number of Copies: Submit one set(s) of marked-up record prints.
   2. Number of Copies: Submit copies of record Drawings as follows:
      a. Initial Submittal:
         1) Submit one paper-copy set(s) of marked-up record prints.
         2) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
         3) Submit record digital data files and one set(s) of plots.
         4) Owner will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
      b. Final Submittal:
         1) Submit three paper-copy set(s) of marked-up record prints.
         2) Submit PDF electronic files of scanned record prints and three set(s) of prints.
         3) Print each drawing, whether or not changes and additional information were recorded.
      c. Final Submittal:
         1) Submit one paper-copy set(s) of marked-up record prints.
         2) Submit record digital data files and three set(s) of record digital data file plots.
         3) Plot each drawing file, whether or not changes and additional information were recorded.
PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Record data as soon as possible after obtaining it.
   c. Record and check the markup before enclosing concealed installations.

2. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Owner. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

1. Format: Annotated PDF electronic file with comment function enabled.
2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
3. Refer instances of uncertainty to Owner for resolution.

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.


2.2 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

3. Note related Change Orders, record Specifications, and record Drawings where applicable.
B. Format: Submit record Product Data as annotated PDF electronic file paper copy.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Owner’s reference during normal working hours.

END OF SECTION
PART 1 GENERAL

1.1 BACKGROUND

A. Asbestos-containing material (ACM) has been identified in the Pacific Senior Center (Project Area). On November 13, 2018, Asbestos Northwest, LLC conducted a limited hazardous building materials assessment of areas to be impacted by the upcoming renovation project.

B. The City of Pacific intends to conduct renovation activities within the Project Area. The impact to these areas will disturb known ACM. Prior to initiating renovation procedures, the Abatement Sub-Contractor will remove the identified ACM or presumed ACM (PACM) that will be impacted by the proposed project.

C. A detailed list of ACM and the associated quantities for each material is tabulated in Paragraph 1.4.

D. The Abatement Sub-Contractor shall ensure safe work practices are followed when accessing these areas. ACM identified in the Project Area must be removed by Certified Asbestos Workers in accordance with federal, state and local regulations. All ACM shall be removed using manual methods in accordance with Washington Labor and Industries (L&I) Division of Occupational Safety and Health (DOSH) and the Puget Sound Clean Air Agency regulations and the scope of work herein.

1.2 GENERAL REQUIREMENTS

A. SUPERVISORY AUTHORITY: The Abatement Sub-Contractor will work directly with the General Contractor (during demolition-related activities involving asbestos removal and disposal).

B. ABATEMENT QUANTITIES: The Abatement Sub-Contractor is accountable for identifying that ACM quantities scheduled for removal under this contract are accurate prior to bid opening.

C. SCHEDULE: The interior asbestos abatement work must be performed prior to the demolition-related procedures. The Abatement Sub-Contractor shall be responsible to coordinate the schedule with the General Contractor to be complete the ACM abatement work during the demolition phase.

D. ACCESS RESTRICTIONS: Work described in this document includes restriction of work areas during hazardous materials activities. Access to various work areas by the general public, general trades and other individuals will not be possible during certain hazardous materials work sequences, as specified herein and elsewhere. The Abatement Sub-Contractor is to coordinate the work with the City of Pacific and the General Contractor to facilitate
access, enforce work area restrictions and to minimize disruption to the surrounding buildings.

**E. WORKING HOURS:** Hazardous materials work shall occur during normal work hours as the buildings are vacant. Work hours are considered 7:00 AM to 5:00 PM, unless otherwise stated by the City of Pacific. City of Pacific has a tentative schedule for work to start the week of February 4, 2019. Completion of work shall be coordinated with General Contractor.

**F. EMERGENCY CONTACTS:** Designate qualified representatives of the Abatement Sub-Contractor and specific employees who are to be available on a 24-hour emergency basis for the duration of the work. Provide contact information to the Owner’s Representative for inclusion in the project emergency contact list.

### 1.3 MATERIALS & EQUIPMENT

**A.** Provide all materials, equipment and tools, such as, but not limited to glove bags, coring tools, encapsulant, 6-mil polyethylene sheeting, duct tape, disposal bags, ladders, PVC tubing, HEPA-equipped vacuum equipment, AFD/negative air-exhaust equipment, digital manometers, personal protective equipment, warning signs, lumber, nails, and other hardware that may be required to construct work platforms, decontamination units and barriers isolating work areas.

**B.** The buildings will have electricity and running water available for contractor use.

### 1.4 ASBESTOS CONTAINING MATERIAL (ACM) REMOVAL

**A.** The abatement scope of work for the Project Area will be completed as identified below:

<table>
<thead>
<tr>
<th>Material Description</th>
<th>Asbestos Type</th>
<th>Material Type and Estimated Quantity</th>
<th>Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Layered Vinyl</td>
<td>Sheet Vinyl Backing Contains 25% Chrysotile</td>
<td>Non-Friable Miscellaneous Material ~50ft²</td>
<td>3- North Bathroom Floor</td>
</tr>
<tr>
<td>Texture Asbestos</td>
<td>Texture Contains 2% Chrysotile</td>
<td>Friable Surfacing Material</td>
<td>6- Men’s Bathroom Wall</td>
</tr>
<tr>
<td>Joint Compound</td>
<td>Joint Compound Contains 2% Chrysotile</td>
<td>Friable Surfacing Material</td>
<td>8- Women’s Bathroom Wall</td>
</tr>
</tbody>
</table>

Note: The complete report with location map is included in Appendix A.

**B.** The Abatement Sub-Contractor shall be aware that suspect-ACM may exist in inaccessible locations of the spaces included in the work, and in areas of the buildings not included in the work.

1. The Abatement Sub-Contractor shall proceed with caution
during all phases of the work.

2. Should any suspect-ACM not identified in the prior reports be encountered, the Abatement Sub-Contractor shall immediately notify the Owner’s Representative.

C. The Abatement Sub-Contractor is advised that, should additional ACM not included in the above-referenced reports be encountered, the Owner may elect to include the abatement of such materials in the work at a mutually agreed upon price. Work impacting such materials is not to occur prior to the Abatement Sub-Contractor receiving explicit written authorization from the Owner, and any work performed without such approval is performed at the Abatement Contractor’s own risk and expense.

D. Where in the performance of the work, workers, supervisory personnel, contractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified ACM; the Abatement Sub-Contractor shall take appropriate continuous measures, as necessary, to protect all building occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with applicable local, state and federal regulations.

E. The Abatement Sub-Contractor is to submit health and safety related submittals relating to the abatement of ACM. See Part 3.0 for Project Submittal requirements.

F. The Abatement Sub-Contractor shall furnish all labor, materials, equipment, services and insurance (specifically covering the handling and transportation of ACM) that is specified, shown, or reasonably implied for the activities.

1.5 DEFINITIONS

A. Definitions used throughout this Section:

1. Abatement: Procedures to control fiber release from asbestos-containing construction materials. Includes removal, encapsulation, and enclosure.

2. Amended Water: Water to which a surfactant has been added.

3. AFD: Air filtration device (AFD), which is used to provide collect airborne particulates and/or provide negative pressure to a contained work area.

4. Asbestos: (29 CFR 1926.1101) includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that has been chemically treated and/or altered.

5. Abatement Contractor: The Certified Asbestos Contractor selected/hired by the Contractor to perform the asbestos abatement work.

6. Asbestos-Containing Material (ACM): Material composed
7. Asbestos Fibers: Asbestos fibers having an aspect ratio of at least 3:1, and that are 5 micrometers or more in length.

8. Certified Asbestos Contractor: A Contractor licensed by the State of Washington and certified by the Department of Labor and Industry.

9. Certified Asbestos Supervisor: The Certified Asbestos Contractor’s representative at the Project Site who is certified by the Washington State Department of Labor and Industry.

10. Certified Asbestos Worker: An individual who is certified by the Washington State Department of Labor and Industry.

11. Contained Work Area/Containment: A work area that has been isolated, plasticized, and equipped with a negative air pressure system monitored by manometer with a Decontamination Enclosure System.

12. Critical Barrier: Seal applied to openings connecting the abatement area with adjacent spaces that will not be included in the containment. Critical barriers shall not be exposed to the gross removal environment. Examples of openings requiring critical barriers include but are not limited to: HVAC vents and diffusers; doorways; windows; floor, wall, and ceiling penetrations; and air plenums.

13. CMU: Concrete Masonry Units.

14. Decontamination Enclosure System: A series of connected rooms, with airlocks or curtained doorways between any two adjacent rooms, for the decontamination of workers or of materials and equipment. A Decontamination Enclosure System always contains at least one air lock to the work area.

15. Disposal Bag: A properly labeled 6-mil thick, leak-tight plastic bag used for transporting asbestos waste from Project Site to disposal site.

16. Encapsulant (sealant): A liquid material that can be applied to Asbestos-Containing Material and that controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

17. Enclosure: All herein-specified procedures necessary to enclose completely Asbestos-Containing Materials behind airtight, impermeable barriers.

18. Friable Asbestos Material: Material that contains more than
one percent asbestos by weight and that can be broken, crumbled, pulverized, or reduced to powder by hand pressure when dry.

19. **HEPA Filter:** A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97 percent of all monodispersed particles (asbestos fibers) equal to or greater than 0.3 microns in mass median aerodynamic equivalent diameter.

20. **HEPA Vacuum Equipment:** Vacuuming equipment with a HEPA filter system.

21. **Mini-Enclosure:** A small walk-in enclosure which accommodates no more than two persons. This type of enclosure is used if the disturbance or removal can be completely contained by the enclosure in accordance with OAR 340-248.

22. **Mobilization:** For purposes of this Specification, a mobilization shall be considered the Asbestos Contractor, its crew and equipment transported to the Project Area. A mobilization shall not be considered the moving of crew and equipment to a different part of the work site.

23. **NEA:** A negative exposure assessment includes collecting air samples during specific asbestos-related work. The air sampling results from this assessment may allow PPE to be reduced, based on the work being performed, the air sampling results and if none of the work procedures are revised.

24. **Negative Pressure:** Air pressure that is a minimum of 0.02 inches of water pressure lower than surrounding areas, caused by exhausting air from a sealed space (work area).

25. **Negative Air Pressure System:** A portable local exhaust system, equipped with HEPA filtration, capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.

26. **Permissible Exposure Limit (PEL):** An airborne concentration of asbestos in excess of 0.1 fibers per cubic centimeter of air as an eight (8)-hour time-weighted average (TWA).

27. **PPE:** Personal Protective Equipment.

28. **µm:** Microns or micrometers.

29. **Work area:** The area where asbestos-related work or removal operations are performed. It is isolated to prevent the spread of asbestos dust, fibers or debris and entry by unauthorized personnel.
1.6 APPLICABLE REGULATIONS/STANDARDS

A. Applicable federal requirements that govern asbestos abatement or hauling and disposal of asbestos or hazardous waste materials include, but are not limited to, the following:

2. U.S. Environmental Protection Agency (EPA).
3. U.S. Department of Transportation (DOT) including, but not limited to:
4. National Institute of Occupational Safety and Health (NIOSH) Publications including, but not limited to, Method 7400 Fibers.

B. Applicable Washington State requirements that govern asbestos abatement or transportation, storage, and disposal of asbestos or hazardous waste materials including, but not limited to, the following:

1. Washington Department of Labor and Industry (L&I) regulations (Chapter 49.26 RCW and Chapters 296-62 and 296-65 WAC)

C. Applicable local requirements that govern asbestos abatement or hauling and disposal of hazardous waste materials include, but are not limited to, the following:

1. Puget Sound Clean Air Agency (PSCAA) regulations (Regulation III).
2. Local landfill requirements.

D. Other local regulatory agencies that have jurisdiction.

1. The Asbestos Abatement Scope of Work as presented in this document.

E. A copy of all required asbestos survey reports, notifications, permits and amendments shall be kept on site for the duration of the abatement and demolition project phases.

PART 2 ABATEMENT OF ASBESTOS-CONTAINING MATERIALS

2.1 SUMMARY OF ASBESTOS-CONTAINING MATERIALS

A. The known ACM and associated quantities are summarized in Part 1.4. All of the ACM listed are scheduled for removal and disposal as asbestos-containing waste. If additional suspect ACM are encountered during the abatement process, the Abatement Sub-
Contractor shall contact City of Pacific and the Environmental Consultant, prior to impacting these materials.

B. Please refer to Appendix B in Asbestos Report (Appendix A) for known locations of ACM that will be impacted by this project.

2.2 PERSONNEL TRAINING AND PROTECTION

A. Certified Asbestos Workers (CAW) under the direct supervision of a Certified Asbestos Supervisor (CAS) shall perform the abatement work. The CAS shall be the Competent Person at the project site and is responsible for overall abatement activities and immediately available at all times during the abatement work.

B. The appropriate fit test shall be current and indicating adequate “quantitative” or “qualitative” results for each person performing asbestos abatement work. It is required to have a qualitative fit test for the use of a half-face respirator, while persons wearing full-face (powered-air purifying or supplied-air) respirators require a quantitative fit test.

C. During the asbestos abatement outlined in this document, appropriate respiratory protection will be required at all times inside regulated work areas, based on the material scheduled for removal. Other protective clothing (e.g., Tyvek® or similar suits, gloves, etc.) shall be worn during abatement while in regulated work.

2.3 ABATEMENT SCHEDULE

A. The Abatement Sub-Contractor must submit necessary permit and notify Washington Department of Labor and Industry of the scheduled work related to ACM’s, per applicable regulations;

B. Abatement of the referenced ACM shall be conducted in accordance with the project schedule developed by the City of Pacific.

C. The Abatement Sub-Contractor shall inspect the work areas for property damage prior to beginning work.

2.4 WORK AREA SETUP

A. Limited demolition may be necessary to access the ACM, particularly asbestos-containing flooring materials. The Abatement Sub-Contractor costs shall include the time and materials necessary to demolish interior building materials to access the ACM.

B. Prior to Abatement, all surfaces shall be cleaned and engineering controls shall be established (e.g., HEPA-vacuums, negative air machines, polyethylene sheeting) to reduce airborne particulate levels and help provide adequate air sampling results.

C. Dispose of all ACM as ACM waste or asbestos-contaminated waste.

D. Abatement work shall be performed within regulated work areas, which may include negative pressure enclosures or other demarcated and controlled environments, in accordance with regulatory requirements. Regulated areas shall be maintained...
throughout the Project Area before abatement begins and until visual and air monitoring clearances are approved for each abatement area, unless specified otherwise by City of Pacific or the Environmental Consultant. The negative air machines must be exhausted outdoors.

2.5 REMOVAL OF ASBESTOS-CONTAINING FLOOR TILE AND MASTIC

A. Asbestos-containing vinyl floor tile and mastics shall be removed per PSCAA and AHERA requirements with regard to non-friable removal methods.

B. Perform all required setup as indicated in Part 2.4 Work Area Setup.

C. Prepare the work areas as regulated, non-contained areas.

D. Install critical barriers as follows:
   1. Individually clean and seal all ventilation openings (supply and exhaust), doorways, lighting fixtures, clocks, floor drains and all other openings into the Work Area with two layers of reinforced polyethylene sheeting, taped securely in place with duct tape. Maintain seal until all Work is completed.
   
   2. Clean and seal all lighting fixtures and HVAC diffusers with firestop foam, duct tape, and plastic sheeting to provide an air-tight and water-tight seal. Take care to avoid wrapping plastic sheeting on light fixtures, which may generate heat. Ensure that all electrical conduit connections and other electrical devices inside the Work Area exposed to moisture are sealed.
   
   3. Use duct tape to seal all seams of HVAC ductwork or other system components that extend through Work Area. HVAC ventilation components can also be disassembled or removed, as the building is vacant and scheduled for demolition.
   
   4. Ceiling systems shall be left in place until after the installation of critical barriers.

E. Abatement Sub-Contractor shall use wet, manual methods only. Ensure that no mastic remains. The use of mastic remover solvents is acceptable for the removal of asbestos-containing mastic located on concrete flooring.

F. The use of High Efficiency Particulate Air (HEPA)/Organic Vapor (OV) equipped negative-air machines shall be used to control dust and solvent odor.

G. Some of the asbestos-containing flooring materials are located beneath carpeting. The removal of the upper non-asbestos flooring in these areas is the responsibility of the Abatement Sub-Contractor.

H. Place removed material in properly labeled, 6-mil disposal bags. Alternate containers are acceptable, pertaining that they are authorized with the Abatement Consultant prior to commencing
abatement procedures.

I. Notify Environmental Consultant for visual observation and clearance sampling.

J. After removal, HEPA vacuum to remove all residual debris.

### 2.6 AIR MONITORING

A. The Abatement Sub-Contractor shall be responsible for air monitoring required for the safety of its employees and in accordance with applicable regulations during the entire project.

B. Work area and personnel air sampling and analysis will be performed in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400 for Phase Contrast Microscopy (PCM).

C. Pre-abatement (baseline), work area perimeter, and clearance air monitoring will be performed by the Environmental Consultant.

### 2.7 WORK AREA CLEARANCES

A. Provide general clean-up of Work Area concurrent with the removal of all ACM. Do not permit accumulation of debris on Work Area floor.

B. Environmental Consultant will conduct a visual assessment of each area requiring asbestos abatement. The Contractor may be required to use amended water or an encapsulant after passing a visual clearance assessment. Environmental Consultant will collect air samples for clearance purposes after the abatement work is satisfactorily completed, a visual clearance is conducted and any encapsulation application is finished. Air sample analysis will be conducted by Phase Contrast Microscopy (PCM).

C. The asbestos abatement is considered finished when the air sample clearance results meet PCM clearance criterion of 0.01 fibers per cubic meter.

D. Upon receiving notification from the Environmental Consultant that final clearance samples indicate acceptable airborne levels have been achieved, dispose of debris, used cleaning materials, unsalvageable materials used for sturdy barriers, and any other materials remaining from removal operations. Consider the materials to be contaminated and dispose of them accordingly. In the event that air samples do not pass the clearance criteria, the Abatement Sub-Contractor will re-clean the work areas at no additional cost to the Owner.

### 2.8 WASTE DISPOSAL

A. Double-bag or double-wrap all moist asbestos-containing waste and contaminated debris using 6-mil polyethylene. Bags shall not be over-filled and shall be securely sealed to prevent accidental opening or leakage. Mark each container with permanent labels as
specified by regulatory agencies.

B. Remove bagged or drummed materials from the Building prior to final clearance air sampling utilizing the specified Contractor route. Asbestos waste shall be transported from the Work Area using a cart or large container with non-transparent sufficiently covering the load at all times during transportation.

C. The Contractor shall dispose of materials at an authorized site in accordance with regulatory requirements established by the US Environmental Protection Agency National Emissions Standard for Hazardous Air Pollutants (NESHAP).

D. At completion of hauling each load, submit copy of waste manifest, chain of custody form, and landfill receipt to the Environmental Consultant and/or Owner representative. Comply with all paperwork and response times stipulated in applicable regulations.

PART 3 PROJECT SUBMITTALS

3.1 PRE-ABATEMENT SUBMITTALS

A. The Abatement Sub-Contractor shall submit the following documentation (where applicable) to B. Environmental Consultant for approval, prior to the commencement of asbestos abatement.

1. Copies of the Contractor's Asbestos License certified by L&I.

2. Contractor shall be responsible for submitting all necessary permits for this Project. Contractor is responsible for submitting all notification/permits and all amendments, to the respective enforcement agencies.

3. A copy of asbestos worker and supervisor training documentation for all personnel.

4. A copy of medical examination and fit test records for all personnel performing asbestos abatement-related work.

5. Work Plan to include removal methods, containment setup, worker protection, decontamination facility setup, and drawing showing routing of exhaust air from containment to the exterior of the building.

6. Work Plan shall include material safety data sheets (SDS) for products used to assist with abatement (e.g., mastic remover).

7. Disposal plan including identity of asbestos waste hauler and the disposal site or landfill designated to receive the ACM waste/debris.

8. Work Plan shall include contingency plan for emergencies including fire, accident, power failure, negative pressure system failure, supplied air system failure, or any other event that may require modification or abridgment of decontamination or Work
Area isolation procedures.

9. Copies of all applicable certificates/licenses for personnel and testing laboratory performing the analysis of personal air samples. Include evidence of the laboratory’s successful participation within the PAT program for the previous two rounds and registration with the AIHA Registry Program.

10. Sample copy of daily log form and sign in/out form to be used. The sign in/out form shall include the date, printed name and signature, entering and leaving time, company or agency represented, and reasons for entry for all persons entering the Work Area.

11. List of emergency telephone numbers (pagers, mobile phones, home telephones) for Abatement Sub-Contractor's supervisory personnel.

3.2 POST-ABATEMENT SUBMITTALS

A. The Contractor shall submit the following documentation (where applicable) to the Environmental Consultant within and no later than 4 weeks after the completion of the abatement work.

1. Disposal/waste manifests and receipts for all ACM removed from the site.

2. Contractor’s daily field reports (including any change order documentation).

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

A. Payment for this contract will be the total man-hours spent on site multiplied by the hourly rate quoted in the Schedule of Prices. This time and materials price shall be full compensation for furnishing all labor materials, tools, equipment, supplies, supervision, removal, disposal, hauling, permits, health and safety and all other items required to complete the work in accordance with the Scope of Work. Owner not responsible for costs associated with the preparation of bid proposals for this solicitation.

END OF SECTION
SECTION 024119
SELECTIVE INTERIOR DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION
A. This section describes the following:
   1. Demolition and removal of selected interior portions of building or structure.
   2. Salvage of existing items to be reused.

1.2 REFERENCES
B. ANSI: American National Standards Institute
   1. ANSI/ A10.6: Safety Requirements for Demolition Operations
C. CRI: Carpet and Rug Institute
D. NFPA: National Fire Protection Association
E. RFCI: Resilient Floor Covering Institute

1.3 SUBMITTALS
F. 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. Indicate how long utility services will be interrupted.
   3. Coordination for shutoff, capping, and continuation of utility services.
   4. Locations of proposed dust- and noise-control temporary partitions and means of egress.

1.4 QUALITY ASSURANCE
G. Demolition Firm Qualifications: An experienced firm that has specialized in
demolition work similar in material and extent to that indicated for this project.

H. Regulation Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

I. Standards: Comply with ANSI A10.6 and NFPA 241.

1.5 PROJECT CONDITIONS

J. The areas of selective demolition are within an existing building. Conduct selective demolition so remaining facilities will not be damaged.

K. Conditions existing at time of inspection for bidding purpose will be maintained by the owner as far as practical.

L. Provide notification of discrepancies between existing conditions and drawings before proceeding with selective demolition.

M. Hazardous Materials: Please review Appendix A.

N. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 EXAMINATION

O. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

P. 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. Promptly submit a written report.

Q. Engage a professional engineer to survey condition of 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.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

R. Existing Services/Systems: Maintain services/systems indicated to remain and
protect them against damage during selective demolition operations.

S. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

3.3 GENERAL SELECTIVE DEMOLITION

T. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. See Division 1 for fire suppression requirements and for welding, cutting, and burning permit.

4. Maintain adequate ventilation when using cutting torches.

5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

U. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted, items may be removed to a suitable, protected storage location during selective demolition, cleaned, and reinstalled in their original locations after selective demolition operations are complete.

3.4 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

V. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

W. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in CRI, RFCI-WP, and the RFCI-WP Addendum.
1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by CRI and RFCI.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

X. Except for items or materials indicated to be recycled, reused, salvaged, or reinstalled, remove demolished materials from project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

3.6 CLEANING

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

END OF SECTION
SECTION 061053
MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

   1. Framing with dimension lumber.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. 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. Dress lumber, S4S, unless otherwise indicated.

   B. Maximum Moisture Content of Lumber: 15 percent unless otherwise indicated

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.

   1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

   B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or 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 all miscellaneous carpentry unless otherwise indicated.

   1. Wood sills, sleepers, blocking, furring, and similar concealed members in
contact with masonry or concrete.
2. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
3. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 DIMENSION LUMBER FRAMING

A. Non-Load-Bearing Interior Partitions: Standard, Stud, or No. 3 grade of any species.

B. Other Framing: Construction, Stud, or No. 3 grade of the following species:

1. Hem-fir (north); NLGA.
2. Douglas fir-larch; WCLIB or WWPA.
3. Douglas fir-south; WWPA.
4. Hem-fir; WCLIB or WWPA.
5. Douglas fir-larch (north); NLGA.

2.4 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Furring.

B. Dimension Lumber Items: Standard lumber of any species.

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. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Screws for Fastening to Metal Framing: ASTM C 1002 or ASTM C 954, length as recommended by screw manufacturer for material being fastened.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

2.6 MISCELLANEOUS MATERIALS

A. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.

B. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber compound, bonded to a high-density polyethylene film,
aluminum foil, or spun bonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.

C. Do not splice structural members between supports unless otherwise indicated.

D. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

E. Securely attach carpentry work to substrate by anchoring and fastening as indicated.

END OF SECTION
SECTION 062023
INTERIOR FINISH CARPENTRY

PART 1 - GENERAL
1.1 SUMMARY

A. Section Includes:
   1. Interior trim.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product.

1.3 QUALITY ASSURANCE PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Lumber: DOC PS 20.
   1. Factory mark each piece of lumber with grade stamp of inspection agency indicating grade, species, moisture content at time of surfacing, and mill.
      a. For exposed lumber, mark grade stamp on end or back of each piece.

B. MDF: ANSI A208.2, Grade 130.

C. Melamine-Faced Particleboard: Particleboard complying with ANSI A208.1, Grade M-2, finished on both faces with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD3, Grade VGL, for test methods 3.3, 3.4, 3.6, 3.8, and 3.10.


2.2 INTERIOR TRIM

A. Softwood Lumber Trim:
   1. Species and Grade: Douglas fir-larch or Douglas fir south, Prime or D finish; NLGA, WCLIB, or WWPA.
   2. Species and Grade: Western red cedar, Clear Heart; NLGA, WCLIB, or WWPA.
3. Maximum Moisture Content: 15 percent.

2.3 MISCELLANEOUS MATERIALS

A. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue recommended by manufacturer for general carpentry use.

1. Adhesives shall have a VOC content of 30 g/L or less

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installing interior finish carpentry, condition materials to average prevailing humidity in installation areas for a minimum of 24 hours unless longer conditioning is recommended by manufacturer.

3.2 INSTALLATION, GENERAL

A. Install interior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.

1. Scribe and cut interior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
2. Countersink fasteners, fill surface flush, and sand unless otherwise indicated.
3. Install to tolerance of 1/8 inch in 96 inches for level and plumb. Install adjoining interior finish carpentry with 1/32-inch maximum offset for flush installation and 1/16-inch maximum offset for reveal installation.
4. Install stairs with no more than 3/16-inch variation between adjacent treads and risers and with no more than 3/8-inch variation between largest and smallest treads and risers within each flight.

3.3 STANDING AND RUNNING TRIM INSTALLATION

A. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Miter at returns, miter at outside corners, and cope at inside corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints.

END OF SECTION
SECTION 081416 - FLUSH WOOD DOORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Solid-core doors with wood-veneer faces.
   2. Factory finishing flush wood doors.
   3. Factory fitting flush wood doors to frames and factory machining for hardware.

B. Related Requirements:

1.2 ACTION SUBMITTALS

A. Product Data: For each type of door.

B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and the following:
   1. Dimensions and locations of blocking.
   2. Dimensions and locations of mortises and holes for hardware.
   3. Dimensions and locations of cutouts.
   4. Undercuts.
   5. Requirements for veneer matching.
   6. Doors to be factory finished and finish requirements.
   7. Fire-protection ratings for fire-rated doors.

1.3 INFORMATIONAL SUBMITTALS

A. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Eggers Industries.
   2. General Veneer Manufacturing Co.
   3. Haley Brothers, Inc.
   4. Mohawk Flush Doors, Inc.

2.2 FLUSH WOOD DOORS, GENERAL

A. Quality Standard: In addition to requirements specified, comply with AWI's, AWMAC's, and WI's "Architectural Woodwork Standards
   1. Provide AWI Quality Certification Labels indicating that doors comply with requirements of grades specified.
B. WDMA I.S.1-A Performance Grade:
   1. Heavy Duty unless otherwise indicated.
   2. Standard Duty: Pantry, Storage, and Laundry Room

C. Smoke- and Draft-Control Door Assemblies: Listed and labeled for smoke and
draft control, based on testing according to UL 1784.

D. Particleboard-Core Doors:
   1. Particleboard: ANSI A208.1, Grade LD-1, made with binder containing no
      urea- formaldehyde.
   2. Blocking: Provide wood blocking in particleboard-core doors as needed to
      eliminate through-bolting hardware.
   3. Provide doors with glued-wood-stave cores instead of particleboard cores
      for doors indicated to receive exit devices.

E. Structural-Composite-Lumber-Core Doors:
      a. Screw Withdrawal, Face: 700 lbf (3100 N).
      b. Screw Withdrawal, Edge: 400 lbf (1780 N).

F. Mineral-Core Doors:
   1. Core: Noncombustible mineral product complying with requirements of
      referenced quality standard and testing and inspecting agency for fire-
      protection rating indicated.
   2. Blocking: Provide composite blocking with improved screw-holding
      capability approved for use in doors of fire-protection ratings indicated as
      needed to eliminate through-bolting hardware.
   3. Edge Construction: At hinge stiles, provide laminated-edge construction
      with improved screw-holding capability and split resistance. Comply with
      specified requirements for exposed edges.

2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH

A. Interior Solid-Core Doors
   1. Grade: Premium, with Grade AA faces
   2. Species: Select white ash
   3. Cut: Rotary cut
   5. Assembly of Veneer Leaves on Door Faces: Center-balance match.
   6. Pair and Set Match: Provide for doors hung in same opening.
   7. Core: Particleboard.
   8. Construction: Five plies. Stiles and rails are bonded to core, then entire unit
      is abrasive planed before veneering.
   9. Construction: Seven plies, either bonded or nonbonded construction.
2.4 FABRICATION
A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
   1. Comply with NFPA 80 requirements for fire-rated doors.
B. Factory machine doors for hardware that is not surface applied.
C. Openings: Factory cut and trim openings through doors.
   1. Light Openings: Trim openings with moldings of material and profile indicated.
   2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 088000 "Glazing."

2.5 FACTORY FINISHING
A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
   1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on top and bottom edges, edges of cutouts, and mortises.
B. Factory finish doors that are indicated to receive transparent finish.
C. Transparent Finish:
   1. Grade: Premium.
   2. Finish: AWI's, AWMAC's, and WI's "Architectural Woodwork Standards" System 5, conversion varnish.
   3. Finish: WDMA TR-6 catalyzed polyurethane
   4. Staining: As selected by Architect from manufacturer's full range.
   5. Effect: Open-grain finish.
   6. Sheen Satin

PART 3 - EXECUTION
3.1 INSTALLATION
A. Hardware: For installation, see Section 087100 "Door Hardware."
B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
   1. Install fire-rated doors according to NFPA 80.
   2. Install smoke- and draft-control doors according to NFPA 105.
C. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
   1. Clearances: Provide 1/8 inch (3.2 mm) at heads, jambs, and between pairs
of doors. Provide 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide 1/4 inch (6.4 mm) from bottom of door to top of threshold unless otherwise indicated.

a. Comply with NFPA 80 for fire-rated doors.

D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.

E. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

END OF SECTION
SECTION 087100
DOOR HARDWARE

PART 1 - GENERAL
1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 REFERENCES

A. Accessibility

1. ADA - Americans with Disabilities Act.

B. DHI - Door and Hardware Institute

1. Sequence and Format for the Hardware Schedule
2. Recommended Locations for Builders Hardware
3. Key Systems and Nomenclature

C. ANSI - American National Standards Institute

1. ANSI/BHMA A156.1 - A156.29, and ANSI A156.31 - Standards for Hardware and Specialties

1.3 SUBMITTALS

A. General:

1. Submit in accordance with Conditions of Contract and Division 01 requirements.
2. Highlight, encircle, or otherwise specifically identify on submittals deviations from Contract Documents, issues of incompatibility or other issues which may detrimentally affect the Work.
3. Prior to forwarding submittal, comply with procedures for verifying existing door and frame compatibility for new hardware, as specified in PART 3, “EXAMINATION” article, herein.

B. Action Submittals:

1. Product Data: Product data including manufacturers’ technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
2. Door Hardware Schedule: Submit schedule with hardware sets in vertical format as illustrated by Sequence of Format for the Hardware Schedule.
as published by the Door and Hardware Institute. Indicate complete
designations of each item required for each door or opening, include:

a. Door Index; include door number, heading number, and Architects
   hardware set number.
b. Door identification and location with room name and number.
c. Hand of door with opening degree.
d. Type, style, function, size, and finish of each hardware item.
e. Name and manufacturer of each item.
f. Fastenings and other pertinent information.
g. Explanation of all abbreviations, symbols, and codes contained in
   schedule
h. Mounting locations for hardware.
i. Door and frame sizes and materials.
j. Name and phone number for local manufacturer's representative for
   each product.
k. Submittal Sequence: Submit door hardware schedule concurrent with
   submissions of Product Data, Samples, and Shop Drawings. Coordinate
   submission of door hardware schedule with scheduling requirements of other
   work to facilitate fabrication of other work that is critical in Project
   construction schedule.

1.4 QUALITY ASSURANCE

A. Product Substitutions: Comply with product requirements stated in
   Division 01 and as specified herein.

1. Where specific manufacturer’s product is named and accompanied by “No
   Substitute,” including make or model number or other designation, provide
   product specified. (Note: Certain products have been selected for their
   unique characteristics and particular project suitability.)

   a. Where no additional products or manufacturers are listed in
      product category, requirements for “No Substitute” govern
      product selection.

2. Where products indicate “acceptable substitute” or “acceptable
   manufacturer”, provide product from specified manufacturers, subject to
   compliance with specified requirements and “Single Source
   Responsibility” requirements stated herein.

B. Supplier Qualifications and Responsibilities: Recognized architectural
   hardware supplier with record of successful in-service performance for
   supplying door hardware similar in quantity, type, and quality to that indicated
   for this Project and that provides certified Architectural Hardware Consultant
   (AHC) available to Owner, Architect, and Contractor, at reasonable times
   during the Work for consultation.

   1. Warehousing Facilities: In Project's vicinity.
2. Scheduling Responsibility: Preparation of door hardware and keying schedules.

3. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.

4. Coordination Responsibility: Coordinate installation of electronic security hardware with Architect and electrical engineers and provide installation and technical data to Architect and other related subcontractors.

   a. Upon completion of electronic security hardware installation, inspect and verify that all components are working properly.

C. Installer Qualifications: Qualified tradesmen, skilled in application of commercial grade hardware with record of successful in-service performance for installing door hardware similar in quantity, type, and quality to that indicated for this Project.

D. Accessibility Requirements: For door hardware on doors in an accessible route, comply with governing accessibility regulations cited in “REFERENCES” article, herein.

   1. Provide operating devices that do not require tight grasping, pinching, or twisting of wrist and that operate with force of not more than 5 lbf (22.2 N).
   2. Maximum opening-force requirements:

      a. Interior, Non-Fire-Rated Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Inventory door hardware on receipt and provide secure lock-up for hardware delivered to Project site.

B. Tag each item or package separately with identification coordinated with final door hardware schedule, and include installation instructions, templates, and necessary fasteners with each item or package.

   1. Deliver each article of hardware in manufacturer’s original packaging.

C. Project Conditions:

   1. Maintain manufacturer-recommended environmental conditions throughout storage and installation periods.
   2. Provide secure lock-up for door hardware delivered to Project, but not yet installed. Control handling and installation of hardware items so that completion of Work will not be delayed by hardware losses both before and after installation.

D. Protection and Damage:
1. Promptly replace products damaged during shipping.
2. Handle hardware in manner to avoid damage, marring, or scratching. Correct, replace or repair products damaged during Work.
3. Protect products against malfunction due to paint, solvent, cleanser, or any chemical agent.

1.6 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Years from date of Substantial Completion, for durations indicated.
   a. Closers:
      1) Mechanical: 10 years.
   b. Locksets:
      1) Mechanical: 10 years.

2. Warranty does not cover damage or faulty operation due to improper installation, improper use or abuse.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Approval of manufacturers other than those listed shall be in accordance with QUALITY ASSURANCE article, herein.
B. Approval of products from manufacturers indicated as “Acceptable Manufacturer” is contingent upon those products providing all functions and features and meeting all requirements of scheduled manufacturer’s product.

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<thead>
<tr>
<th>Item</th>
<th>Scheduled</th>
<th>Acceptable</th>
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<tbody>
<tr>
<td>Hinges</td>
<td>Ives (IVE)</td>
<td>Hager, Bommer,</td>
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<tr>
<td>Locksets</td>
<td>Falcon (FAL)</td>
<td>Sargent, Best</td>
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<tr>
<td>Door Closers</td>
<td>Falcon (FAL)</td>
<td>Norton, Sargent</td>
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<td>Door Trim</td>
<td>Ives (IVE)</td>
<td>Burns, Rockwood</td>
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<tr>
<td>Protection Plates</td>
<td>Ives (IVE)</td>
<td>Burns, Rockwood</td>
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<tr>
<td>Overhead Stops</td>
<td>Glynn-Johnson</td>
<td>Rixson, Sargent</td>
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A. Hand of Door: Drawings show direction of slide, swing, or hand of each door leaf. Furnish each item of hardware for proper installation and operation of door movement as shown.
B. Where specified hardware is not adaptable to finished shape or size of members requiring hardware, furnish suitable types having same operation and quality as type specified, subject to Architect's approval.

2.2 MATERIALS

A. Fasteners

1. Provide hardware manufactured to conform to published templates,
generally prepared for machine screw installation.
2. Furnish screws for installation with each hardware item. Finish exposed (exposed under any condition) screws to match hardware finish.
3. Provide concealed fasteners for hardware units exposed when door is closed.
4. Install hardware with fasteners provided by hardware manufacturer.
B. Provide screws, bolts, expansion shields, drop plates and other devices necessary for hardware installation.
   1. Where fasteners are exposed to view: Finish to match adjacent door hardware material.

2.3 HINGES
A. Provide five-knuckle, ball bearing hinges.
   1. Manufacturers and Products:

B. Requirements:
   1. 1-3/4 inch (44 mm) thick doors, up to and including 36 inches (914 mm) wide:
      a. Interior: Standard weight, steel, 4-1/2 inches (114 mm) high
   2. Provide three hinges per door leaf for doors 90 inches (2286 mm) or less in height.
   3. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
      a. Steel Hinges: Steel pins
      b. Non-Ferrous Hinges: Stainless steel pins
      c. Out-Swinging Interior Lockable Doors: Non-removable pins
   4. Width of hinges: 4-1/2 inches at 1-3/4 inch thick doors. Adjust hinge width as required for door, frame, and wall conditions to allow proper degree of opening.

PART 3 - EXECUTION
3.1 EXAMINATION

A. Prior to installation of hardware, examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire-rated door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.
3.2 PREPARATION

A. Where on-site modification of doors and frames is required:

   1. Remove existing hardware being replaced, tag, and store according to contract documents.
   2. Field modify and prepare existing door and frame for new hardware being installed.
   3. When modifications are exposed to view, use concealed fasteners, when possible.
   4. Prepare hardware locations in accordance with:
      a. Wood Doors: DHI WDHS.5 "Recommended Hardware Reinforcement Locations for Mineral Core Wood Flush Doors."

3.3 INSTALLATION

A. Mounting Heights: Mount door hardware units at heights to comply with the following, unless otherwise indicated or required to comply with governing regulations.


B. Install each hardware item in compliance with manufacturer’s instructions and recommendations, using only fasteners provided by manufacturer.

C. Do not install surface mounted items until finishes have been completed on substrate. Protect all installed hardware during painting.

D. Set units level, plumb and true to line and location. Adjust and reinforce attachment substrate as necessary for proper installation and operation.

E. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.

F. Install operating parts so they move freely and smoothly without binding, sticking, or excessive clearance.

G. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than quantity recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.

H. Stops: Provide floor stops for doors unless wall or other type stops are indicated in door hardware schedule. Do not mount floor stops where they may impede traffic or present tripping hazard.
3.4 FIELD QUALITY CONTROL

Architectural Hardware Consultant: Engage Architect’s Architectural Hardware Consultant along with manufacturers’ representative of Locks, Exits and Closers to perform inspections

3.1 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by door hardware installation.

B. Clean operating items as necessary to restore proper function and finish.

C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

END OF SECTION
SECTION 090133
INTERIOR AND EXTERIOR PAINT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Interior paint and coatings systems (LEED-09 NC/CI/CS Compliant) including surface preparation.

B. Interior high-performance paint and coatings systems including surface preparation.

1.2 REFERENCES

A. Material Safety Data Sheets / Environmental Data Sheets: Per manufacturer's MSDS/EDS for specific VOCs (calculated per 40 CFR 59.406). VOCs may vary by base and sheen.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 30 00 - Administrative Requirements.

B. Product Data: For each paint system indicated, including.
   1. Product characteristics.
   2. Surface preparation instructions and recommendations.
   3. Primer requirements and finish specification.
   4. Storage and handling requirements and recommendations.
   5. Application methods.
   6. Cautions for storage, handling and installation.

C. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's products, colors and sheens available

D. Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.

B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Architect will select from standard products, colors and sheens available.

C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.

1.5 DELIVERY, STORAGE, AND HANDLING
A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
   1. Product name, and type (description).
   2. Application and use instructions.
   4. VOC content.
   5. Environmental handling.
   6. Batch date.
   7. Color number.

B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.

D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.6 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.7 EXTRA MATERIALS

A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.

B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design and Acceptable Manufacturer: Sherwin-Williams, which is located at: 101 Prospect Ave.; Cleveland, OH 44115; Toll Free Tel: 800-524-5979; Tel: 216-566-2000; Fax: 440-826-1989;

B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 APPLICATIONS/SCOPE

A. Interior High Performance Paints and Coatings:
   1. Wood: Walls, ceilings, doors, trim, cabinet work, and similar items.
2. Drywall: Drywall board, Gypsum board

2.3 PAINT MATERIALS - GENERAL

A. Paints and Coatings.
   1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

   2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufactures product instructions for optimal color conformance.

B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.

D. Color: Refer to Finish Schedule for paint colors, and as selected.

2.4 HIGH PERFORMANCE INTERIOR PAINT SYSTEMS

A. WOOD- (Doors, Trim, Partitions, Frames).
   1. Latex Systems:
      a. Gloss Finish:
         1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
         2) 2nd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series.
         3) 3rd Coat: S-W Pro Industrial Gloss Acrylic Coating, B66-600 Series (6.0 mils wet, 2.5 mils dry per coat).
      b. Semi-Gloss Finish:
         1) 1st Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
         3) 3rd Coat: S-W Pro Industrial Semi-Gloss Acrylic Coating, B66-650 Series (6.0 mils wet, 2.5 mils dry per coat).

B. DRYWALL - (Walls, Ceilings, Gypsum Board).
   1. Latex Systems:
      a. Gloss Finish:
         1) 1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
         2) 2nd Coat: S-W Pro Industrial Gloss Acrylic Coating B66-600
3) 3rd Coat: S-W Pro Industrial Gloss Acrylic Coating B66-600 Series (6.0 mils wet, 2.5 mils dry per coat).

b. Semi-Gloss Finish:
   1) 1st Coat: S-W ProMar 200 Zero VOC Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
   3) 3rd Coat: S-W Pro Industrial Semi-Gloss Acrylic Coating B66-650 Series (6.0 mils wet, 2.5 mils dry per coat).

PART 3 EXECUTION

3.1 EXAMINATION
   A. Do not begin installation until substrates have been properly prepared; notify Architect of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
   B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.

3.2 SURFACE PREPARATION
   A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
      1. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry a minimum of 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
      2. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
   B. Drywall - Interior: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting.
   C. Wood: Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty.
and sand smooth.

3.1 INSTALLATION

A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.

B. Apply coatings using methods recommended by manufacturer.

C. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.

D. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.

E. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.

F. Inspection: The coated surface must be inspected and approved by the Architect just prior to the application of each coat.

3.2 PROTECTION

A. Protect finished coatings from damage until completion of project.

B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION
PART 1 - GENERAL

1.1 DESCRIPTION

This section specifies installation and finishing of gypsum board.

1.2 RELATED WORK

A. Installation of steel framing members for walls, partitions, furring, soffits, and ceilings: Section 061053, MISCELLANEOUS ROUGH CARPENTRY.

B. Finishing: Section 090133, INTERIOR AND EXTERIOR PAINT

1.3 TERMINOLOGY

A. Definitions and description of terms shall be in accordance with ASTM C11, C840, and as specified.

B. Underside of Structure Overhead: In spaces where steel trusses or bar joists are shown, the underside of structure overhead shall be the underside of the floor or roof construction supported by the trusses or bar joists.

C. "Yoked": Gypsum board cut out for opening with no joint at the opening (along door jamb or above the door).

1.4 DELIVERY, IDENTIFICATION, HANDLING AND STORAGE

In accordance with the requirements of ASTM C840.

1.5 ENVIRONMENTAL CONDITIONS

In accordance with the requirements of ASTM C840.

1.6 APPLICABLE PUBLICATIONS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.

B. American Society for Testing And Materials (ASTM):

   C11-08 ................................... Terminology Relating to Gypsum and Related Building Materials and Systems
   C475-02 ................................. Joint Compound and Joint Tape for Finishing Gypsum Board
   C840-08 ................................. Application and Finishing of Gypsum Board
   C954-07 ................................. Steel Drill Screws for the Application of Gypsum Board or Metal Plaster Bases to Steel Stud from 0.033 in. (0.84mm) to 0.112 in. (2.84mm) in thickness
   C1002-07 ............................... Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs
   C1047-05 ............................... Accessories for Gypsum Wallboard and Gypsum Veneer Base
C1396-06 ............................... Gypsum Board
E84-08 ................................. Surface Burning Characteristics of Building Materials

C. Underwriters Laboratories Inc. (UL):

D. Inchcape Testing Services (ITS):
   Latest Editions ....................... Certification Listings

PART 2 - PRODUCTS

2.1 GYPSUM BOARD
   A. Gypsum Board: ASTM C1396, Type X, 16 mm (5/8 inch) thick unless shown otherwise.
   C. Water Resistant Gypsum Backing Board: ASTM C620, Type X, 16 mm (5/8 inch) thick.
   D. Paper facings shall contain 100 percent post-consumer recycled paper content.

2.3 ACCESSORIES
   A. ASTM C1047, except form of 0.015 inch thick zinc coated steel sheet or rigid PVC plastic.
   B. Flanges not less than 7/8 inch wide with punchouts or deformations as required to provide compound bond.

2.4 FASTENERS
   A. ASTM C1002 and ASTM C840, except as otherwise specified.
   B. ASTM C954, for steel studs thicker than 0.33 inch.
   C. Select screws of size and type recommended by the manufacturer of the material being fastened.
   D. Clips: Zinc-coated (galvanized) steel; gypsum board manufacturer's standard items.

2.5 FINISHING MATERIALS AND LAMINATING ADHESIVE
   ASTM C475 and ASTM C840. Free of antifreeze, vinyl adhesives, preservatives, biocides and other VOC. Adhesive shall contain a maximum VOC content of 50 g/l.

PART 3 - EXECUTION

3.1 GYPSUM BOARD HEIGHTS
   A. Extend all layers of gypsum board from floor to underside of structure overhead on following partitions and furring:
      1. Two sides of partitions:
         a. Full height partitions shown (FHP).
         b. Corridor partitions.
      2. One side of partitions or furring:
         a. Inside wall furring or stud construction.
b. Room side of room without suspended ceilings.

B. In locations other than those specified, extend gypsum board from floor to heights as follows:
   1. Not less than 4 inches above suspended acoustical ceilings.
   2. At ceiling of suspended gypsum board ceilings.
   3. At existing ceilings.

3.2 INSTALLING GYPSUM BOARD

A. Coordinate installation of gypsum board with other trades and related work.

B. Install gypsum board in accordance with ASTM C840, except as otherwise specified.

C. Moisture and Mold–Resistant Assemblies: Provide and install moisture and mold-resistant glass mat gypsum wallboard products with moisture-resistant surfaces complying with ASTM C1658 where shown and in locations which might be subject to moisture exposure during construction.

D. Use gypsum boards in maximum practical lengths to minimize number of end joints.

E. Bring gypsum board into contact, but do not force into place.

F. Ceilings:
   1. For single-ply construction, use perpendicular application.
   2. For two-ply assemblies:
      a. Use perpendicular application.
      b. Apply face ply of gypsum board so that joints of face ply do not occur at joints of base ply with joints over framing members.

G. Walls (Except Shaft Walls):
   1. When gypsum board is installed parallel to framing members, space fasteners 12 inches on center in field of the board, and 200 mm (8 inches) on center along edges.
   2. When gypsum board is installed perpendicular to framing members, space fasteners 12 inches on center in field and along edges.
   3. Stagger screws on abutting edges or ends.
   4. For single-ply construction, apply gypsum board with long dimension either parallel or perpendicular to framing members as required to minimize number of joints except gypsum board shall be applied vertically over "Z" furring channels.
   5. No offset in exposed face of walls and partitions will be permitted because of single-ply and two-ply or three-ply application requirements.
   6. Control Joints ASTM C840 and as follows:
      a. Locate at both side jambs of openings if gypsum board is not "yoked". Use one system throughout.
      b. Not required for wall lengths less than 30 feet.
      c. Extend control joints the full height of the wall or length of soffit/ceiling.
membrane.

H. Electrical and Telecommunications Boxes:

1. Seal annular spaces between electrical and telecommunications receptacle boxes and gypsum board partitions.

I. Accessories:

1. Set accessories plumb, level and true to line, neatly mitered at corners and intersections, and securely attach to supporting surfaces as specified.

2. Install in one piece, without the limits of the longest commercially available lengths.

3. Corner Beads:

   a. Install at all vertical and horizontal external corners and where shown.

   b. Use screws only. Do not use crimping tool.

4. Edge Trim (casings Beads):

   a. At both sides of expansion and control joints unless shown otherwise.

   b. Where gypsum board terminates against dissimilar materials and at perimeter of openings, except where covered by flanges, casings or permanently built-in equipment.

   c. Where gypsum board surfaces of non-load bearing assemblies abut load bearing members.

   d. Where shown.

3.5 FINISHING OF GYPSUM BOARD

A. Finish joints, edges, corners, and fastener heads in accordance with ASTM C840. Use Level 4 finish for all finished areas open to public view.

B. Before proceeding with installation of finishing materials, assure the following:

1. Gypsum board is fastened and held close to framing or furring.

2. Fastening heads in gypsum board are slightly below surface in dimple formed by driving tool.

C. Finish joints, fasteners, and all openings, including openings around penetrations, on that part of the gypsum board extending above suspended ceilings to seal surface of gypsum board construction. After the installation of hanger rods, hanger wires, supports, equipment, conduits, piping and similar work, seal remaining openings and maintain the integrity of the construction.

3.6 REPAIRS

A. After taping and finishing has been completed, and before decoration, repair all damaged and defective work, including nondecorated surfaces.

B. Patch holes or openings 1/2 inch or less in diameter, or equivalent size, with a setting type finishing compound or patching plaster.

C. Repair holes or openings over 1/2 inch diameter, or equivalent size, with 5/8 inch thick gypsum board secured in such a manner as to provide solid substrate equivalent
to undamaged surface.

D. Tape and refinish scratched, abraded or damaged finish surfaces including cracks and joints in non decorated surface.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section Includes:
      1. Acoustical tiles for interior ceilings.
      2. Fully concealed, direct-hung, suspension systems.
      3. Direct attachment of tiles to substrates with adhesive.
   B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices.

1.3 ACTION SUBMITTALS
   A. Product Data: For each type of product.
   B. Samples: Submit two samples 6-inch x 6-inch in size illustrating material and finish of acoustical units.

1.4 MAINTENANCE MATERIAL SUBMITTALS
   A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
      1. Acoustical Ceiling Units: Full-size tiles equal to 2 percent of quantity installed.
      2. Suspension-System Components: Quantity of each concealed grid and exposed component equal to 2 percent of quantity installed.

1.5 DELIVERY, STORAGE, AND HANDLING
   A. Deliver acoustical tiles, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

1.6 Before installing acoustical tiles, condition them to reach room temperature and a stabilized moisture content.

1.7 FIELD CONDITIONS
   A. Environmental Limitations: Do not install acoustical tile ceilings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its
intended use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations:
   1. Obtain each type of acoustical ceiling tile and its suspension system from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Surface-Burning Characteristics: Comply with ASTM E 84: testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
   1. Flame-Spread Index: Class A according to ASTM E 1264.
   2. Smoke-Developed Index 450 or less.

B. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
   1. Indicate design designations from UL or from the listings of another qualified testing agency.

2.3 ACOUSTICAL TILES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Armstrong World Industries. Inc.
   2. CertainTeed Corporation.

B. Acoustical Tile Standard: Provide manufacturer's standard tiles of configuration indicated that comply with ASTM E 1264 classifications as designated by type, fon11, pattern, acoustical rating, and light reflectance unless otherwise indicated.

C. Classification: Provide tiles as follows:
   1. Type and Form: Type III, mineral base with painted finish; Fon11 2, water felted.

D. Color: As selected from manufacturer's full range.

E. Light Reflectance (LR): Not less than 0.87.

F. Ceiling Attenuation Class (CAC): Not less than 33.

G. Noise Reduction Coefficient (NRC): Not less than 0.50.

H. Edge/Joint Detail: Beveled, kerfed, and rabbeted long edges and square, butt on short edges.
I. Thickness: 1/2 inch.

J. Modular Size: 24 by 48 inches.

K. Antimicrobial Treatment: Manufacturer's standard broad spectrum, antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D3273, ASTM D3274, or ASTM G21 and evaluated according to ASTM D3274 or ASTM G21.

2.4 METAL SUSPENSION SYSTEM

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Armstrong World Industries, Inc.
2. United States Gypsum Company.
3. Architect approved equal

B. Metal Suspension-System Standard: Provide manufacturer's standard, direct-bung, fully concealed, metal suspension system and accessories of type, structural classification, and finish indicated that complies with applicable requirements in ASTM C635/C635M.

1. Structural Classification: Heavy-duty system.

2.5 METAL EDGE MOLDINGS AND TRIM

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Armstrong World Industries, Inc.
2. CertainTeed Corporation.

B. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations complying with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for suspension-system.

1. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
2. Finish: Painted in color as selected from manufacturer's full range.

C. Formed-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extruded-aluminum edge moldings and trim of profile indicated or referenced by manufacturer's designations, including splice plates, corner pieces, and attachment and other clips, complying with seismic design requirements.

1. Clear Anodic Finish: AAMA 611, AA-MI 2C22A31, Class II, 0.010 mm or thicker.
2. **Baked-Enamel or Powder-Coat Finish:** Minimum dry film thickness of 1.5 mils. Comply with ASTM C 635/C 635M and coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

### 2.6 MISCELLANEOUS MATERIALS

**A. Acoustical Tile Adhesive:** Type recommended in writing by acoustical tile manufacturer, bearing UL label for Class 0-25 flame spread.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

**A.** Examine substrates, areas, and conditions, including structural framing and substrates to which acoustical tile ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

**B.** Examine acoustical tiles before installation. Reject acoustical tiles that are wet, moisture damaged, or mold damaged.

**C.** Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

**A.** Testing Substrates: Before adhesively bonding tiles to wet-placed substrates such as cast-in-place concrete or plaster, test and verify that moisture level is below tile manufacturer's recommended limits.

**B.** Measure each ceiling area and establish layout of acoustical tiles to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width tiles at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.

**C.** Layout openings for penetrations centered on the penetrating items.

#### 3.3 INSTALLATION OF SUSPENDED ACOUSTICAL TILE CEILINGS

**A.** Install suspended acoustical tile ceilings according to ASTM C 636/C 636M and manufacturer's written instructions.

**B.** Suspend ceiling hangers from building's structural members and as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.

2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, counter splaying, or other equally effective means.

3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of...
trapezes or equivalent devices.

4. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.

5. Do not attach hangers to steel deck tabs.

6. Do not attach hangers to steel roof deck. Attach hangers to structural members.

7. Space hangers not more than 48 inches o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.

8. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.

C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical tiles.

1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.

2. Screw attach moldings to substrate at intervals not more than 16 inches o.c. and not more than 3 inches from ends. Miter comers accurately and connect securely.

3. Do not use exposed fasteners, including pop rivets, on moldings and trim.

D. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

E. Install acoustical tiles in coordination with suspension system and exposed moldings and trim. Place splines or suspension-system flanges into kerfed edges of tiles so tile-to-tile joints are interlocked.

1. Fit adjoining tiles to form flush, tight joints. Scribe and cut tiles for accurate fit at borders and around penetrations through ceiling.

2. Hold tile field in compression by inserting leaf-type, spring-steel spacers between tiles and moldings, spaced 12 inches o.c.

3. Protect lighting fixtures and air ducts according to requirements indicated for fire-resistance-rated assembly.

F. Install salvaged painted ceiling tiles in the same room they were removed from.

3.4 ADJUSTING

A. Clean exposed surfaces of acoustical tile ceilings, including trim and edge moldings. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.

B. Remove and replace tiles and other ceiling components that cannot be
successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION
SECTION 096516
RESILIENT SHEET FLOORING

SECTION 096516 - RESILIENT SHEET FLOORING

PART 2 - GENERAL

2.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

2.2 SUMMARY

A. Section includes vinyl sheet flooring.

2.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Sustainable Design Submittals:

1. Product Data: For adhesives, indicating VOC content.

2. Laboratory Test Reports: For adhesives, indicating compliance with requirements for low-emitting materials.

3. Product Data: For chemical-bonding compounds, indicating VOC content.

C. Shop Drawings: For each type of flooring. Include flooring layouts, locations of seams, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.

1. For heat-welding bead, manufacturer's standard-size Samples, but not less than 9 inches long, of each color required.

D. Samples for Initial Selection: For each type of resilient sheet flooring indicated.

E. Samples for Verification: In manufacturer's standard size, but not less than 6-by-9-inch sections of each different color and pattern of resilient sheet flooring required.

F. Welded-Seam Samples: For seamless-installation technique indicated and for each resilient sheet flooring product, color, and pattern required; with seam running lengthwise and in center of 6-by-9-inch Sample applied to a rigid backing and
G. Product Schedule: For resilient sheet flooring.

2.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

2.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of resilient sheet flooring to include in maintenance manuals.

2.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Resilient Sheet Flooring: Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, in roll form and in full roll width for each type, color, and pattern of flooring installed.

2.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for resilient sheet flooring installation and seaming method indicated.

1. Engage an installer who employs workers for this Project who are trained or certified by resilient sheet flooring manufacturer for installation techniques required.

2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

2.8 DELIVERY, STORAGE, AND HANDLING

A. Store resilient sheet flooring and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 65 deg F or more than 85 deg F. Store rolls upright.

2.9 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 65 deg F or more than 85 deg F, in spaces to receive resilient sheet flooring during the following time periods:
1. 48 hours before installation.

2. During installation.

3. 48 hours after installation.

B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 85 deg F.

C. Close spaces to traffic during resilient sheet flooring installation.

D. Install resilient sheet flooring after other finishing operations, including painting, have been completed.

PART 3 - PRODUCTS

3.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For resilient sheet flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

B. Flooring products shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

3.2 SHEET FLOORING

A. Basis-of-Design Product: Subject to compliance with requirements, provide Johnsonite; A Tarkett Company; or comparable product by one of the following:

1. Armstrong World Industries, Inc.

2. Congoleum Corporation.


4. Mannington Mills, Inc.

5. Polyflor, Ltd.; distributed by Gerbert Limited.

6. Shaw Contract Group; a Berkshire Hathaway company.

C. Thickness: 0.080 inch

D. Wearing Surface: [Smooth] [Embossed with embedded abrasives].

E. Sheet Width: 6.5 feet

F. Seamless-Installation Method: [Heat welded] [Chemically bonded] <Insert requirements>.

G. Colors and Patterns: As selected by Owner from full range of selected manufacturers colors.

H. Test Data:
   1. Flexibility, ASTM F 137: Passes with no cracks around 1-1/2 inch (38 mm) mandrel
   2. Resistance to heat, ASTM F 1514: Passes with $\Delta E \leq 8$
   3. Resistance to light, ASTM F 1515: Passes with $\Delta E \leq 8$
   4. Static Coefficient of Friction, ASTM D 2047: Minimum 0.6 SCOF
   5. Resistance to Chemicals, ASTM F 925: Passes
   6. Static Load Limit, ASTM F 970: Passes 250 psi with no greater than 0.005 inch residual indentation
   7. Residual Indentation, ASTM F 1914: Passes

3.3 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient sheet flooring manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by flooring and adhesive manufacturers to suit resilient sheet flooring and substrate conditions indicated.
   1. Adhesives shall have a VOC content of [1] [12] [0] g/L or less.
   2. Adhesive shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
   3. Basis-of-Design Product: Subject to compliance with requirements, provide [Johnsonite 925 Resilient Flooring Adhesive] [Johnsonite 926 Rubber Flooring Adhesive] [Johnsonite 975 Two-Part Urethane Adhesive] [Johnsonite 130 SpraySmart Adhesive] or a comparable product recommended by resilient sheet flooring manufacturer.
C. Seamless-Installation Accessories:

   a. Color: As selected by Owner from manufacturer's full range to contrast with flooring

2. Chemical-Bonding Compound: Manufacturer's product for chemically bonding seams.

3. Chemical-Bonding Compound shall have a VOC content of 510 g/L or less.

4. Chemical-Bonding Compound shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

D. Integral-Flash-Cove-Base Accessories:

1. Cove Strip: 1-inch radius provided or approved by resilient sheet flooring manufacturer.

2. Cap Strip: [Square metal, vinyl, or rubber cap] [Tapered vinyl cap] <Insert requirements> provided or approved by resilient sheet flooring manufacturer.

3. Corners: Metal inside and outside corners and end stops provided or approved by resilient sheet flooring manufacturer.

E. Floor Polish: Provide protective, liquid floor-polish products recommended by resilient sheet flooring manufacturer.

PART 4 - EXECUTION

4.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient sheet flooring.

B. Proceed with installation only after unsatisfactory conditions have been corrected.
4.2 PREPARATION

A. Prepare substrates according to resilient sheet flooring manufacturer's written instructions to ensure adhesion of resilient sheet flooring.

B. Concrete Substrates: Prepare according to ASTM F 710.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.

2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by resilient sheet flooring manufacturer. Do not use solvents.

3. Alkalinity and Adhesion Testing: Perform tests recommended by resilient sheet flooring manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 7 or more than 9 pH.

4. Moisture Testing: Proceed with installation only after substrates pass testing according to resilient sheet flooring manufacturer's written recommendations.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install resilient sheet flooring until it is the same temperature as the space where it is to be installed.

1. At least 48 hours in advance of installation, move flooring and installation materials into spaces where they will be installed.

E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient sheet flooring.

4.3 RESILIENT SHEET FLOORING INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient sheet flooring.

B. Unroll resilient sheet flooring and allow it to stabilize before cutting and fitting.

C. Lay out resilient sheet flooring as follows:

1. Maintain uniformity of flooring direction.

2. Minimize number of seams; place seams in inconspicuous and low-traffic areas, at least 6 inches away from parallel joints in flooring substrates.
3. Match edges of flooring for color shading at seams.

4. Avoid cross seams.

D. Scribe and cut resilient sheet flooring to butt neatly and tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, and door frames.

E. Extend resilient sheet flooring into toe spaces, door reveals, closets, and similar openings.

F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on resilient sheet flooring as marked on substrates. Use chalk or other nonpermanent marking device.

G. Install resilient sheet flooring on covers for telephone and electrical ducts and similar items in installation areas. Maintain overall continuity of color and pattern between pieces of flooring installed on covers and adjoining flooring. Tightly adhere flooring edges to substrates that abut covers and to cover perimeters.

H. Adhere resilient sheet flooring to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

I. Roll the flooring in both directions using a 100 lb. three-section roller. Use hand roller in area not reached by 100 lb. floor roller.

J. Seamless Installation:

1. Heat-Welded Seams: Comply with ASTM F 1516. Rout joints and heat weld with welding bead to permanently fuse sections into a seamless flooring. Prepare, weld, and finish seams to produce surfaces flush with adjoining flooring surfaces.

2. Chemically Bonded Seams: Bond seams with chemical-bonding compound to permanently fuse sections into a seamless flooring. Prepare seams and apply compound to produce tightly fitted seams without gaps, overlays, or excess bonding compound on flooring surfaces.


4.4 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient sheet flooring.

B. Perform the following operations immediately after completing resilient sheet
flooring installation:

1. Remove adhesive and other blemishes from surfaces.
2. Sweep and vacuum surfaces thoroughly.
3. Damp-mop surfaces to remove marks and soil.

C. Protect resilient sheet flooring from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

1. No traffic for 24 hours after installation.
2. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation.
3. Wait 72 hours after installation before performing initial cleaning.

D. Maintenance: A regular maintenance program must be started after the initial cleaning.

E. Floor Polish: Remove soil, adhesive, and blemishes from flooring surfaces before applying liquid floor polish.

F. Cover resilient sheet flooring until Substantial Completion.

END OF SECTION
PART 1 - GENERAL

1. RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1. SUMMARY
   A. Section Includes:
      1. LED Electronic Message Signage.
      2. Provide one (1) Message Boards.
   B. Related Requirements:
      1. Division 26 “Electrical” for electrical supply requirements.

1.3 DEFINITIONS
   A. National Electrical Manufacturers Association (NEMA): Publishes standards for enclosures of electrical equipment.
      1. Products covered by the NEMA Enclosures Section include metallic and non-metallic enclosures intended for use with electrical equipment and associated products used with these enclosures that meet the environmental requirements.
      2. These enclosures are intended to meet environmental conditions described in NEMA Standards Publication 250 - Enclosures for Electrical Equipment (1000 V maximum), and include the following applications: Non-Hazardous Locations - Types 1, 2, 3, 3R, 4, 4X, 5, 6, 6P, 12, 12K, and 13. Hazardous Locations - Types 7, 8, 9, and 10.

1. PREINSTALLATION MEETINGS
   A. Pre-installation Conference: Conduct conference at Project site.

1. ACTION SUBMITTALS
   A. Product Data: For each type of product.
      1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electronic message signage.
      2. Include rated capacities, operating characteristics, electrical characteristics,
B. Shop Drawings: For electronic message signage.

1. Include plans, elevations, sections, and attachment details.
2. Include sections of typical trim members.
3. Indicate layout, including header and message strips.
4. Include diagrams for power, signal, and control wiring.

C. Certificates: Provide ETL Certificate.

D. Message-Strip Schedule: For each message strip, indicating letter size, font, spacing, indents, text copy, and graphics.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Electrical Installer.

B. Sample Warranty: For manufacturer's warranty.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For electronic message signage to include in maintenance manuals.

B. Software and Firmware Operational Documentation:

1. Software operating and upgrade manuals.
2. Program Software Backup: On USB media and approved online or cloud solution.
3. Device address list.
4. Printout of software application and graphic screens.

1.8 QUALITY ASSURANCE

A. Certifications: ETL Certified.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver signs to Project site in manufacturer’s unopened packaging.
B. Leave protective covering on sign until completion of installation

1.10 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install LED electronic message signage until spaces are enclosed and weathertight, wet-work in spaces is
complete and dry, work above ceilings is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

B. Field Measurements: Verify actual dimensions of openings for electronic message signage by field measurements before fabrication.

1.11 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of LED electronic message signage that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Three years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain electronic message signage from single source from single manufacturer.

2.2 LED ELECTRONIC MESSAGE SIGNAGE

A. LED Electronic Message Signage: Surface mounted, outdoor.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Daktronics Systems; Galaxy GS6 Series or comparable product by one of the following:

   a. Watchfire.
   b. Suncoast LED Displays.
   c. Or Equal, See General Provisions

2. Description: LED Type, surface mounted, 0.138 inch (3.5 mm) black body plcc4.

3. Color: Full color (RBG) LED capable of 16.7 million color shades.

4. Pixel Height: 16.

5. **Size: Display 36” high, 120” wide**


7. Enclosure Type: NEMA 4 (outdoor).

8. Viewing Distance: 30 ft. (9.1 m) to 50 ft. (15.2 m) per 1 inch (25.4 mm) of character height.

9. Operating Temperature Range: 0 deg F to 140 deg F.

10. Electrical Characteristics: 100-230V ac, 50/60 Hz input voltage.
11. Electrical Connection: 3-wire (hardwire)
12. Control Cable: Cat. 5.
15. Compliance: UL-1950, UL-60950-1, ETL, CE.

B. Software:
1. Provide operating software to manage display. Software shall be adaptable to the following:
   a. Video file types: .avi, .mpg, .mp4, .mov
   b. Image file types: .png, .bmp, .gif, .jpg, .tif, .tiff, .psd
   c. Data feed types: Time, Temp
   d. On data capable displays: RSS, Atom, .XML

2. Software shall be compatible with the following web browsers:
   a. Microsoft® Internet Explorer® v11 and newer
   b. Microsoft® Edge®
   c. Google® Chrome®
   d. Mozilla Firefox®

3. Software shall be compatible with Owners network operating system.

4. Provide a minimum of 4 hours of on-site training for Owner’s staff on setup and operation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances, surface conditions of substrate, and other conditions affecting performance of the Work.

B. Examine roughing-in for electrical power system to verify actual locations of connections before installation of electronic message signage.

C. Examine walls and partitions for proper backing to anchor electronic message signage.
   1. Concrete masonry units (inset).

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare recesses for LED electronic message signage as required by type and size
3.3 INSTALLATION

A. Install LED electronic message signage in location detailed and in accordance with manufacturer’s written instructions.

B. Install units plumb and level.

C. Anchor to supports.

D. Connect to power and network controls.

3.4 FIELD QUALITY CONTROL

A. Test for power and control functionality.

3.5 TRAINING

A. Provide training in setup and operation at completion of installation, coordinate with Owners schedule.

END OF SECTION
SECTION 115223
PROJECTOR LIFTS AND MOUNTS

PART 1 - GENERAL

1.1 SECTION INCLUDES
A. Motorized projector lifts.

1.2 ACTION SUBMITTALS
A. Refer to Section 013300.
B. Product Data: For each type of lift, including manufacturer recommended installation procedures.
C. Shop Drawings: Include dimensions, method of attachment, structural support, bracing, and electrical wiring.
D. Samples: Provide finish samples.

1.3 CLOSEOUT SUBMITTALS
A. Refer to Section 017700.

1.4 QUALITY ASSURANCE
A. Source Limitation: Obtain motorized projector lifts from single manufacturer as a complete unit including necessary mounting hardware and accessories.
B. Motors for Scissor Lifts shall be certified for use in the United States by Underwriters Laboratory (UL), Inc. and shall bear UL label.
C. Seismic Bracing: Motorized projector lift suspension components and method of installation shall comply with requirements for Seismic Design Category B.

1.5 DELIVERY, STORAGE AND HANDLING
A. Deliver motorized projector lifts in manufacturer’s original, unopened, undamaged containers with identification labels intact.
B. Inspect motorized projector lifts for freight damage, concealed or otherwise, upon delivery to project site. Report damage to freight carrier immediately for replacement of motorized projector lifts.
C. Store motorized projector lifts in resealed manufacturer’s original containers.
PART 2 - PRODUCTS

2.1 MANUFACTURER
Draper, Inc. or Approved Equal

1. Subject to compliance with requirements, manufacturers of products of equivalent design may be acceptable if approved equal.

2.2 MOTORIZED PROJECTOR LIFT

A. Electrically Operated, Low Profile Lifts: Electrically operated, ceiling recessed projector lift for lowering and retracting projector for operation and storage. Assembly to include controls, mounting hardware, wiring, and other components required for complete operation.

1. Basis-of-Design Product: AeroLift 100 or Approved Equal.
   a. Limit Switches: Provide factory set and field adjustable.
   b. Maximum Extension: 38.5”
   c. Maximum Lift Capacity: 100 lbs
   d. Approximate Travel Speed: 23 seconds.

B. Operating Mechanism: Operating pan raised and lowered by 110 VAC, 60 HZ, instantly reversible, thermally protected, lifetime lubricated, tubular 3-wire motor and cloth system with scissor arm for stability.

C. Operating Pan: 28-1/4 by 15 inch steel pan with black powder coat paint finish for attachment of suspended projector.

1. Projector Attachment: Mounted to operating pan with universal projectormount.
   a. Universal Projector Mount: Universal bracket suitable for projectors up to 26 lbs (12 kg) with adjustable arms that can be manipulated to fit most projectors with three or four mounting holes. Tilt, yaw and pan adjustments can be made quickly using spring-loaded bolts.
      1) Basis-of-Design Product: Universal Projector Mount as manufactured by Draper, Inc. or Approved Equal.

D. Ceiling Closure Panel: Steel closure panel with ceiling tile lip, suspended below projector from rods attached to operating pan. Closure mounted with recess to allow attachment of acoustical ceiling panels.

1. Trim: Metal trim ring to finish ceiling opening.
2. Color: White powder coat.

2.3 CONTROLS

A. Provide 1 control station to lower, raise, and stop projector lift.

B. Single Station Control: 3-position, low voltage switch with white cover plate and
momentary key switch with stainless steel cover plate.

PART 3 - EXECUTION

3.1 PREPARATION

A. Coordinate layout and installation of motorized projector lifts with ceiling construction and related components penetrating or above ceilings such as lighting fixtures, mechanical equipment, ductwork, and fire-suppression system.

B. Coordinate requirements for blocking, structural supports, bracing, and ceiling openings to ensure proper installation of motorized projector lifts.

C. Coordinate location and requirements for power supply conduit, and wiring required for motorized projector lifts and controls.

D. Coordinate interface and installation of motorized projector lift controls with provision of motorized screen.

3.2 INSTALLATION

Install motorized projector lift and controls at locations and heights indicated: to be verified in field

A. Install motorized projector lifts complete with necessary hardware, anchors, brackets and fasteners; according to manufacturer's written instructions and as specified.

3.3 TESTING AND DEMONSTRATION

A. Test motorized projector lifts to verify that lifts, controls, limit switches, closures, and other operating components are functional. Correct deficiencies.

B. Demonstrate operation of motorized projector lifts to Owner's designated representatives.

3.4 PROTECTING

A. Protect motorized projector lifts after installation from damage during construction operations. If damage occurs, remove and replace damaged components or entire unit as required to provide units in their original, undamaged condition.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes: Wall mounted protection pads suitable for gymnasium installations.

B. Related sections:

1.2 SUBMITTALS

A. Submit in accordance with Section 013300 - Submittal Procedures:

1. List of proposed products and product data.

2. Shop drawings showing elevations, dimensions, fabrication details, and method of attachment.

3. Samples of protection pad cover fabrics for selection by Owner.

4. Manufacturer's installation and maintenance instructions.

PARTS 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Draper, Inc., 411 South Pearl Street, Spiceland, Indiana 47385-0425; 765-987-7999.

2.2 UL GREENGUARD GOLD CERTIFIED WALL PROTECTION PADS

A. Type: Fabric covered urethane wall protection pads; Wall Pads as manufactured by Draper, Inc.

B. Pad shape and size:

1. Flat, rectangular pads: 24 by 72 inches.

C. Cushioning material: 2 inches thick urethane filler with 3.5 pounds density.

D. Backer: 7/16 inch Urea-formaldehyde-free Oriented Strand Board

E. Cover: Solid vinyl coated polyester fabric with embossed pattern:

1. Weight: 14 ounces per SY.
2. Breaking strength: 350 PSI.

3. Tear resistance: 65 pounds.

4. Resistant to rot, mildew, and ultraviolet light.

5. Flammability: Rated self extinguishing in accordance with California State Fire Code F-230.

6. Color: Selected by Owner from manufacturer's standard range.

F. UL GREENGUARD Gold Certification: Entire wall pad assembly shall have been submitted to indoor air quality evaluation (IAQ) evaluation in accordance with UL 2818 test method to show compliance with emissions limits on UL 2818 Section 7.1 and 7.2. Materials are tested in accordance with ANSI/BIFMA M7.1-2011 and ANSI/BIFMA e3-2014e credit 7.6.1, 7.6.2 and 7.6.3. Material of emissions of total volatile organic compounds of < 0.22 mg/m3, formaldehyde < 0.0135 ppm, total aldehydes < 0.043 ppm, individual volatile organic compounds < 1/1000 TLV and < ½ chronic REL and total phthalates < 0.01 mg/m3. Manufacturer must be able to provide independent lab and test reports to verify compliance.

G. ASTM: Pads shall meet all requirements of ASTM 2440-04. Manufacturer must be able to provide independent lab and test reports to verify compliance.

H. Construction: Cushioning material adhered to backer and panel fully wrapped with fabric which is stapled to backer such that backer is not exposed on front or sides.

I. Provide Z clips at bottom and top for wall mounting panels.

J. Attachment: Provide pads without solid backing with Z mounting clips top and bottom.

L. 3" x 5" Wall Pad Cut-Out Kit for Single Gang openings.
   1. Color: Grey
   2. Color: Black
   3: Number of Kits: _____

M. 7" x 7" Wall Pad Cut-Out Kit for Dual Gang openings/Fire Alarm Pull Stations.
   1. Color: Grey
   2. Color: Black
   3: Number of Kits: _____

N. Large Wall Pad Cut-Out Kit for large items including fire extinguishers, water fountains, or similar fixtures. consist of molded inside corners, outside corners, straight strips and splices to allow for almost any size and shape of cutout necessary. Straight Strips and Corners are molded from a custom flame resistant
thermoplastic elastomer formulation and have a Shore-A durometer hardness of
approximately 89. Strips and corners can be field cut to exact required
dimensions.

1. Inside Corner-Grey. Number: ______
2. Inside Corner-Black. Number: ______
3. Outside Corner-Grey. Number: ______
4. Outside Corner-Black. Number: ______
5. Trim Kit Strip, 30”-Grey. Number: ______
6. Trim Kit Strip, 30”-Black. Number: ______
7. Trim Kit Splices (package of 8). Number: ______

PART 3 - EXECUTION

3.1 PREPARATION

A. Field verify dimensions prior to fabrication.

B. Coordinate fabrication of wall protection pads with size and location of switches,
electrical outlets, and other wall mounted items; structural framing and bracing
projecting from wall surface; and door and other wall openings.

3.2 INSTALLATION

A. Install in accordance with manufacturer's written instructions and shop drawings.

B. Protection mats:

1. Mount protection pads 4 inches above the finished floor.

2. Secure to wall with fasteners along bottom and Z clips along top. Type, size
and spacing of fasteners as recommended by manufacturer.

3. Neatly make cutouts for switches, electrical outlets, and other items on wall
and seal with matching vinyl fabric.

END OF SECTION
SECTION 220500 - COMMON WORK RESULTS FOR PLUMBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section includes the following:
   1. Piping materials and installation instructions common to most piping systems.
   2. Transition fittings.
   3. Dielectric fittings.
   4. Mechanical sleeve seals.
   5. Sleeves.
   7. Grout.
   8. Painting and finishing.

1.3 DEFINITIONS
A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe chases, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.
B. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
C. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
D. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in chases.
E. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.
F. The following are industry abbreviations for plastic materials:
   2. CPVC: Chlorinated polyvinyl chloride plastic.
   3. PE: Polyethylene plastic.
4. PVC: Polyvinyl chloride plastic.

G. The following are industry abbreviations for rubber materials:
   1. EPDM: Ethylene-propylene-dieneter polymer rubber.
   2. NBR: Acrylonitrile-butadiene rubber.

1.4 QUALITY ASSURANCE

1.5 DELIVERY, STORAGE, AND HANDLING
   A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.
   B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

1.6 COORDINATION
   A. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction, to allow for plumbing installations.
   B. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
   C. Coordinate requirements for access panels and doors for plumbing items requiring access that are concealed behind finished surfaces. Access panels and doors are specified in Division 08 Section "Access Doors and Frames."

PART 2 - PRODUCTS

2.1 MANUFACTURERS
   A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
      1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.
      2. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 JOINING MATERIALS
   A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
      1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness unless thickness or specific material is indicated.
         a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
         b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.
      2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated;
and full-face or ring type, unless otherwise indicated.

B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.

E. Solvent Cements for Joining Plastic Piping:
   1. ABS Piping: ASTM D 2235.
   2. CPVC Piping: ASTM F 493.
   3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
   4. PVC to ABS Piping Transition: ASTM D 3138.

2.3 TRANSITION FITTINGS

A. AWWA Transition Couplings: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.
   1. Manufacturers:
      b. Dresser Industries, Inc.; DMD Div.
      c. Ford Meter Box Company, Incorporated (The); Pipe Products Div.
      d. JCM Industries.
      e. Smith-Blair, Inc.
      f. Viking Johnson.
   2. Aboveground Pressure Piping: Pipe fitting.

B. Plastic-to-Metal Transition Fittings: CPVC and PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
   1. Manufacturers:
      a. Eslon Thermoplastics.

C. Plastic-to-Metal Transition Adaptors: One-piece fitting with manufacturer's SDR 11 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
   1. Manufacturers:
      a. Thompson Plastics, Inc.

2.4 DIELECTRIC FITTINGS

A. Description: Combination fitting of copper alloy and ferrous materials with
threaded, solder- joint, plain, or weld-neck end connections that match piping system materials.

B. Insulating Material: Suitable for system fluid, pressure, and temperature.

C. Dielectric Unions: Factory-fabricated, union assembly, for 250-psig minimum working pressure at 180 deg F.
   1. Manufacturers:
      a. Capitol Manufacturing Co.
      b. Central Plastics Company.
      c. Eclipse, Inc.
      d. Epco Sales, Inc.
      g. Zurn Industries, Inc.; Wilkins Div.

D. Dielectric Flanges: Factory-fabricated, companion-flange assembly, for 150 or 300-psig minimum working pressure as required to suit system pressures.
   1. Manufacturers:
      a. Capitol Manufacturing Co.
      b. Central Plastics Company.
      c. Epco Sales, Inc.

E. Dielectric Couplings: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining; threaded ends; and 300-psig minimum working pressure at 225 deg F.
   1. Manufacturers:
      a. Calpico, Inc.
      b. Lochinvar Corp.

F. Dielectric Nipples: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining; plain, threaded, or grooved ends; and 300-psig minimum working pressure at 225 deg F.
   1. Manufacturers:
      a. Perfection Corp.
      b. Precision Plumbing Products, Inc.
      c. Sioux Chief Manufacturing Co., Inc.
      d. Victaulic Co. of America.

2.5 MECHANICAL SLEEVE SEALS

A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
1. Manufacturers:
   a. Advance Products & Systems, Inc.
   b. Calpico, Inc.
   c. Metraflex Co.
   d. Pipeline Seal and Insulator, Inc.

2. Sealing Elements: EPDM or NBR interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.

3. Pressure Plates Carbon steel. Include two for each sealing element.

4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.6 SLEEVES
   A. Galvanized-Steel Sheet: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.
   B. Steel Pipe: ASTM A 53, Type E, Grade B, Schedule 40, galvanized, plain ends.
   C. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral water stop, unless otherwise indicated.
   D. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.
      1. Underdeck Clamp: Clamping ring with set screws.

2.7 GROUT
   A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.
      2. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 - EXECUTION
3.1 PIPING SYSTEMS - COMMON REQUIREMENTS
   A. Install piping according to the following requirements and Division 22 Sections specifying piping systems.
   B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
   C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
D. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

E. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

F. Install piping to permit valve servicing.

G. Install piping at indicated slopes.

H. Install piping free of sags and bends.

I. Install fittings for changes in direction and branch connections.

J. Install piping to allow application of insulation.

K. Select system components with pressure rating equal to or greater than system operating pressure.

L. Install escutcheons for penetrations of walls, ceilings, and floors according to the following:

1. New Piping:
   a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
   b. Chrome-Plated Piping: One-piece, cast-brass type with polished chrome-plated finish.
   c. Insulated Piping: One-piece, stamped-steel type with spring clips.
   d. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, cast-brass type with polished chrome-plated finish.
   e. Bare Piping at Wall and Floor Penetrations in Finished Spaces: One-piece, stamped-steel type.
   f. Bare Piping in Equipment Rooms: One-piece, cast-brass type.

M. Sleeves are not required for core-drilled holes.

N. Permanent sleeves are not required for holes formed by removable PE sleeves.

O. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.

P. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.

1. Cut sleeves to length for mounting flush with both surfaces.
   a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.

2. Install sleeves in new walls and slabs as new walls and slabs are constructed.

3. Install sleeves that are large enough to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve...
materials:

a. Steel Pipe Sleeves: For pipes smaller than NPS 6.

b. Steel Sheet Sleeves: For pipes NPS 6 and larger, penetrating gypsum-board partitions.

c. Stack Sleeve Fittings: For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2 inches above finished floor level. Refer to Division 07 Section "Sheet Metal Flashing and Trim" for flashing.

1) Seal space outside of sleeve fittings with grout.

4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using joint sealants appropriate for size, depth, and location of joint. Refer to Division 07 Section "Joint Sealants" for materials and installation.

Q. Above ground, Exterior-Wall Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

1. Install steel pipe for sleeves smaller than 6 inches in diameter.

2. Install cast-iron "wall pipes" for sleeves 6 inches and larger in diameter.

3. Mechanical Sleeve Seal Installation: Select type and number of sealing elements required for pipe material and size. Position pipe in center of sleeve. Assemble mechanical sleeve seals and install in annular space between pipe and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

R. Verify final equipment locations for roughing-in.

S. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

3.2 PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.


F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to
remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

G. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

H. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 Appendixes.
3. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
4. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
5. PVC Non-pressure Piping: Join according to ASTM D 2855.
6. PVC to ABS Non-pressure Transition Fittings: Join according to ASTM D 3138 Appendix.

3.3 PIPING CONNECTIONS
A. Make connections according to the following, unless otherwise indicated:
1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
3. Wet Piping Systems: Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.4 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS
A. Install equipment to allow maximum possible headroom unless specific mounting heights are not indicated.
B. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
C. Install plumbing equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
D. Install equipment to allow right of way for piping installed at required slope.
3.5  PAINTING

A. Painting of plumbing systems, equipment, and components is specified in Division 09 Sections "Interior Painting" and "Exterior Painting."

B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

END OF SECTION
SECTION 224000 - PLUMBING FIXTURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section includes the following conventional plumbing fixtures and related components:
1. Faucets for lavatories and sinks.
2. Flushometers.
3. Toilet seats.
4. Protective shielding guards.
5. Fixture supports.
7. Lavatories.
8. Counter sinks.
B. Related Sections include the following:
1. Division 22 Section "Domestic Water Piping Specialties" for backflow preventers, floor drains, and specialty fixtures not included in this Section.

1.3 DEFINITIONS
B. Accessible Fixture: Plumbing fixture that can be approached, entered, and used by people with disabilities.
C. Cast Polymer: Cast-filled-polymer-plastic material. This material includes cultured-marble and solid-surface materials.
D. Fitting: Device that controls the flow of water into or out of the plumbing fixture. Fittings specified in this Section include supplies and stops, faucets and spouts, shower heads and tub spouts, drains and tailpieces, and traps and waste pipes. Piping and general-duty valves are included where indicated.
E. FRP: Fiberglass-reinforced plastic.
F. PMMA: Polymethyl methacrylate (acrylic) plastic.
G. PVC: Polyvinyl chloride plastic.

1.4 SUBMITTALS
A. Product Data: For each type of plumbing fixture indicated. Include selected fixture and trim, fittings, accessories, appliances, appurtenances, equipment, and supports. Indicate materials and finishes, dimensions, construction details, and flow-control rates.

B. Warranty: Special warranty specified in this Section.

1.5 QUALITY ASSURANCE

A. Source Limitations: Obtain plumbing fixtures, faucets, and other components of each category through one source from a single manufacturer.

1. Exception: If fixtures, faucets, or other components are not available from a single manufacturer, obtain similar products from other manufacturers specified for that category.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.


E. NSF Standard: Comply with NSF 61, "Drinking Water System Components--Health Effects," for fixture materials that will be in contact with potable water.

F. Select combinations of fixtures and trim, faucets, fittings, and other components that are compatible.

G. Comply with the following applicable standards and other requirements specified for plumbing fixtures:

1. Enameled, Cast-Iron Fixtures: ASME A112.19.1M.
3. Vitreous-China Fixtures: ASME A112.19.2M.
5. Water-Closet, Flushometer Tank Trim: ASSE 1037.

H. Comply with the following applicable standards and other requirements specified for lavatory and sink faucets:

1. Backflow Protection Devices for Faucets with Side Spray: ASME A112.18.3M.
2. Backflow Protection Devices for Faucets with Hose-Thread Outlet: ASME A112.18.3M.
5. Hose-Connection Vacuum Breakers: ASSE 1011.

I. Comply with the following applicable standards and other requirements specified for miscellaneous fittings:
   2. Brass and Copper Supplies: ASME A112.18.1.

J. Comply with the following applicable standards and other requirements specified for miscellaneous components:
   2. Floor Drains: ASME A112.6.3.
   4. Off-Floor Fixture Supports: ASME A112.6.1M.
   7. Supply and Drain Protective Shielding Guards: ICC A117.1
   8. Exposed Pipes and Surfaces: ADAABAAG 606.5

1.6 EXTRA MATERIALS

A. Furnish extra materials described below to facilities maintenance personnel, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
   1. Faucet Washers and O-Rings: Equal to 10 percent of amount of each type and size installed.
   2. Faucet Cartridges and O-Rings: Equal to 5 percent of amount of each type and size installed.

PART 2 - PRODUCTS

2.1 LAVATORY FAUCETS
A. Lavatory Faucets:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Chicago Faucets.
      b. Delta Faucet Company.
      c. Kohler Co.
      d. T & S Brass and Bronze Works, Inc.
      e. Zurn Plumbing Products Group; Commercial Brass Operation.
   2. Description: Refer to plumbing drawings for scheduled fixtures, any associated accessories and any additional information. Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture holes; coordinate outlet with spout and fixture receptor.

2.2 SINK FAUCETS
A. Sink Faucets:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Chicago Faucets.
      b. Delta Faucet Company.
      c. Kohler Co.
      d. T & S Brass and Bronze Works, Inc.
      e. Zurn Plumbing Products Group; Commercial Brass Operation.
   2. Description: Refer to plumbing drawings for scheduled fixtures, any associated accessories and any additional information. Include hot- and cold-water indicators; coordinate faucet inlets with supplies and fixture holes; coordinate outlet with spout and fixture receptor.

2.3 FLUSHOMETERS
A. Flushometers:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Sloan Valve Company.
      b. Zurn Plumbing Products Group; Commercial Brass Operation.
   2. Description: Flushometer for water-closet-type fixture. Include brass body with corrosion-resistant internal components, control stop with check valve, vacuum breaker, copper or brass tubing, and polished chrome-plated finish on exposed parts. Refer to plumbing fixture schedule for additional information.

2.4 TOILET SEATS
A. Toilet Seats:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. American Standard Companies, Inc.
   b. Bemis Manufacturing Company.
   c. Centoco Manufacturing Corp.
   d. Church Seats.
   e. Eljer.
   f. Kohler Co.

2. Description: Toilet seat for water-closet-type fixture. Refer to plumbing fixture schedule for seat size coordination with actual water closet call-out and additional information.

2.5 PROTECTIVE SHIELDING GUARDS

A. Protective Shielding Pipe Covers:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. TRUEBRO, Inc.

B. Protective Shielding Piping Enclosures:
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. TRUEBRO, Inc.
   2. Description: Manufactured plastic enclosure for covering plumbing fixture hot- and cold-water supplies and trap and drain piping. Comply with ADA requirements.

2.6 FIXTURE SUPPORTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   2. Zurn Plumbing Products Group; Specification Drainage Operation.

B. Lavatory Supports:
   1. Description: Type II, lavatory carrier with concealed arms and tie rod for wall-mounting, lavatory-type fixture. Include steel uprights with feet.

C. Sink Supports:
1. Description: Type II, sink carrier with hanger plate, bearing studs, and tie rod for sink-type fixture. Include steel uprights with feet.

2.7 WATER CLOSETS

A. Water Closets:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. American Standard Companies, Inc.
   b. Crane Plumbing, L.L.C./Fiat Products.
   c. Kohler Co.
   d. TOTO USA, Inc.

2. Description: Accessible, floor and Floor-mounting, floor-outlet, vitreous-china fixture designed for flushometer valve operation. Refer to plumbing fixture schedule for additional information.

2.8 LAVATORIES

A. Lavatories:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. American Standard Companies, Inc.
   b. Kohler Co.
   c. Crane Plumbing, L.L.C./Fiat Products.

2. Description: Refer to plumbing drawings for scheduled fixtures, any associated accessories and any additional information.

2.9 COUNTER SINKS

A. Counter Sinks:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. American Standard Companies, Inc.
   b. Dayton Products, Inc.
   c. Elkay Manufacturing Co.
   d. Just Manufacturing Company.
   e. Kohler Co.

2. Description: Refer to plumbing drawings for scheduled fixtures, any associated accessories and any additional information.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in of water supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before plumbing fixture
installation.
B. Examine cabinets, counters, floors, and walls for suitable conditions where fixtures will be installed.
C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION
A. Assemble plumbing fixtures, trim, fittings, and other components according to manufacturers' written instructions.
B. Install off-floor supports, affixed to building substrate, for wall-mounting fixtures.
   1. Use carrier supports with waste fitting and seal for back-outlet fixtures.
   2. Use carrier supports without waste fitting for fixtures with tubular waste piping.
   3. Use chair-type carrier supports with rectangular steel uprights for accessible fixtures.
C. Install back-outlet, wall-mounting fixtures onto waste fitting seals and attach to supports.
D. Install floor-mounting fixtures on closet flanges or other attachments to piping or building substrate.
E. Install wall-mounting fixtures with tubular waste piping attached to supports.
F. Install floor-mounting, back-outlet water closets attached to building floor substrate and wall bracket and onto waste fitting seals.
G. Install counter-mounting fixtures in and attached to casework.
H. Install fixtures level and plumb according to roughing-in drawings.
I. Install water-supply piping with stop on each supply to each fixture to be connected to water distribution piping. Attach supplies to supports or substrate within pipe spaces behind fixtures. Install stops in locations where they can be easily reached for operation.
   1. Exception: Use ball, gate, or globe valves if supply stops are not specified with fixture. Valves are specified in Division 22 Section "General-Duty Valves for Plumbing Piping."
J. Install trap and tubular waste piping on drain outlet of each fixture to be directly connected to sanitary drainage system as called for in drawings.
K. Install tubular waste piping on drain outlet of each fixture to be indirectly connected to drainage system as called for in drawings.
L. Install flushometer valves for accessible water closets with handle mounted on wide side of compartment. Install other actuators in locations that are easy for people with disabilities to reach. Comply with ADAABAAG 604.6 Flush Controls.
M. Install toilet seats on water closets.
N. Install faucet-spout fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if
required.

O. Install water-supply flow-control fittings with specified flow rates in fixture supplies at stop valves.

P. Install faucet flow-control fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.

Q. Install traps on fixture outlets.
   1. Exception: Omit trap on fixtures with integral traps.
   2. Exception: Omit trap on indirect wastes, unless otherwise indicated.

R. Install escutcheons at piping wall ceiling penetrations in exposed, finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding fittings. Escutcheons are specified in Division 22 Section "Common Work Results for Plumbing."

S. Set service basins in leveling bed of cement grout. Grout is specified in Division 22 Section "Common Work Results for Plumbing."

T. Seal joints between fixtures and walls, floors, and countertops using sanitary-type, one-part, mildew-resistant silicone sealant. Match sealant color to fixture color. Sealants are specified in Division 07 Section "Joint Sealants."

3.3 CONNECTIONS

A. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect fixtures with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.

C. Ground equipment according to Division 26 Section "Grounding and Bonding for Electrical Systems."

D. Connect wiring according to Division 26 Section "Low-Voltage Electrical Power Conductors and Cables." Provide manufacturer's transformers as required for complete installation.

3.4 FIELD QUALITY CONTROL

A. Verify that installed plumbing fixtures are categories and types specified for locations where installed.

B. Check that plumbing fixtures are complete with trim, faucets, fittings, and other specified components.

C. Inspect installed plumbing fixtures for damage. Replace damaged fixtures and components.

D. Test installed fixtures after water systems are pressurized for proper operation. Replace malfunctioning fixtures and components, then retest. Repeat procedure until units operate properly.

3.5 ADJUSTING

A. Operate and adjust faucets and controls. Replace damaged and malfunctioning
fixtures, fittings, and controls.

B. Adjust water pressure at faucets and flushometer valves to produce proper flow and stream.

C. Replace washers and seals of leaking and dripping faucets and stops.

3.6 CLEANING

A. Clean fixtures, faucets, and other fittings with manufacturers' recommended cleaning methods and materials. Do the following:

1. Remove faucet spouts and strainers, remove sediment and debris, and reinstall strainers and spouts.

2. Remove sediment and debris from drains.

B. After completing installation of exposed, factory-finished fixtures, faucets, and fittings, inspect exposed finishes and repair damaged finishes.

3.7 PROTECTION

A. Provide protective covering for installed fixtures and fittings.

B. Do not allow use of plumbing fixtures for temporary facilities unless approved in writing by Owner.

END OF SECTION
SECTION 260500
COMMON WORK RESULTS FOR ELECTRICAL

PART 1  GENERAL

1.1  SCOPE:
A. This section specifies general requirements for electrical work. Detailed requirements for specific electrical items are specified in other sections but are subject to the general requirements of this section. The electrical drawings and schedules included in this project manual are functional in nature and do not specify exact locations of equipment or equipment terminations.

1.2  DEFINITIONS:
^ The word "provide" shall be interpreted to mean furnish and install.
^ "Owner" City of Pacific
‡ "Contractor" is the party who furnishes and installs all materials and equipment. This includes the Prime Contractor, Electrical Contractor, and all other Contractors and Sub Contractors.

1.3  GENERAL DESCRIPTION OF WORK:
A. The Contractor shall:
1. Provide all labor, material, tools, equipment and services required to complete the furnishing, installation, wiring, connection, calibration, adjustment, testing and operation of all electrical equipment, devices and components as indicated and implied by the plans and these specifications.
2. Complete the procurement, installation, wiring, connection, calibration, adjustment, testing and operation of all electrical devices, components, accessories and equipment which is not shown or specified but which is nonetheless required to make the systems shown and specified function properly.
3. Provide adequate space for the electrical installation, including but not limited to, determination of access-ways and doorways, shipping sections, wall and floor space, and space occupied by mechanical equipment. Provide electrical equipment that fits in the areas shown on the drawings. All equipment shall be readily accessible for maintenance, shall have electrical clearances in accordance with NEC and shall be installed in locations that will provide adequate cooling.
4. Check electrical equipment prior to installation so that defective equipment is not installed.

1.4  EQUIPMENT COORDINATION
A. The Contractor is responsible to coordinate the equipment supplied from other manufacturers. This includes but is not limited to:
1. Obtaining specific information on equipment ratings and sizes and verifying the electrical components supplied meet, or match the requirements such as voltage, phase, frequency, starter types, etc.
2. Verifying the equipment supplied will fit within the space allocated.
3. Coordination of equipment and the electrical power and control requirements. Provided in all sections of the specifications and drawings.
4. Providing power and control equipment, wiring, and raceways to meet the
requirements of the mechanical equipment supplied.
5. Providing all necessary control wiring and components for any special requirements from an equipment manufacturer.
B. The Contractor shall verify as a minimum:
1. Correct voltage, phase and frequency
2. Size and space requirements
3. Mounting requirements
4. Correct motor starter type
5. Proper coordination with the controls and control system Integrator.
C. Any discrepancies between the electrical and other equipment shall be brought to the immediate attention of the Owner.
D. The Contractor shall take precautions to minimize instrumentation or control interferences that are created by the variable frequency drives (VFD’s) or power wiring. The Contractor shall coordinate with the VFD manufacturer to provide necessary separation of conductors or shielding and/or filtering equipment as required by the VFD manufacturer. All power wiring shall be separated from instrumentation and control wiring by a minimum of 12” and 18” to any VFD power wiring.

1.5 PROJECT DESCRIPTION:
A. The following statements highlight the main portion of the electrical work:
1. Provide new circuits including associated circuit breakers, raceways and wire and receptacles.
2. Provide wall outlets and ceiling outlets as shown on the plans.

1.6 STANDARDS AND CODES:
A. Permits, licenses, approvals and other arrangements for work shall be obtained and paid for by the Contractor and included in the bid price.
B. Electrical work shall be executed in strict accordance with the latest edition of the National Electrical Code and local ordinances and regulations.
C. All electrical equipment, materials, construction methods, tests and definitions shall be in strict conformity with the established standards of the following in their latest adopted revision:
1. Underwriters' Laboratories, Inc. (UL)
2. National Electrical Manufacturers Association (NEMA)
3. Canadian Standards Association (CSA)
4. Electrical Testing Laboratories (ETL)
5. Factory Mutual (FM)
6. All applicable Washington State Codes and local City Codes.
D. All materials and equipment specified herein shall, within the scope of UL Examination Services, be approved by the Underwriter's Laboratories for the purpose for which they are used and shall bear the UL label.
E. All materials shall be new, free from defects, of current manufacture, of quality specified or shown. Each type of material shall be of the same manufacturer throughout the work.

1.7 CONTRACT DOCUMENTS:
A. The electrical layouts are generally diagrammatic. The location of equipment is approximate unless dimensioned. Exact locations and routing of conduits shall be governed by structural conditions and physical interference’s and by locations of electrical
terminations on equipment.

1.8 REFERENCE DOCUMENTS:
A. The Contractor shall refer to the drawings, project data and shop drawings of other trades for additional details, which affect the proper installation of the work. Diagrams and symbols showing electrical connections are diagrammatic only, and so do not necessarily show the exact physical arrangement of the equipment.

1.9 SITE FAMILIARIZATION:
A. Before submitting a bid, the Electrical Contractor shall become familiar with all features of the site, which may affect the execution of the work. The Contractor shall take all field measurements necessary for the work and shall assume full responsibility for their accuracy. The Contractor shall take full responsibility for locating and avoiding all substructures. Any damage to existing equipment shall be repaired or replaced by the Contractor at a cost negotiated with the Owner.

1.10 GROUND SYSTEM
A. Provide grounding and ground system per the NEC.
B. Connect all electrical equipment enclosures to the ground system.

1.11 SUBMITTALS:
A. Project data shall be submitted in accordance with the general requirements and the following:
B. In the front of each submittal document, provide a list of any deviations to the contract documents: materials/products, or installation method that are different than specified.
C. Submittal documents shall be submitted via E-mail in PDF format. All products for each spec section shall be included in a single PDF document including the cover sheet and index
D. Submittals shall include the manufacturer’s name, address, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and paragraph reference. Include other information necessary to establish contract compliance of each item proposed to furnish.
E. Long lead items may be submitted separately – if pre-approved by the Owner.
F. Each item shall be clearly marked and provided with adequate sales and technical information to clearly show conformance with all aspects of the specification. Packages not provided as described above or largely incomplete shall be returned to the Contractor, without comment.
G. Certify on all submittals that the material being proposed conforms to the contract requirements. In the event of any variance, state specifically which portions vary and request a variance in writing.
H. Contractor should anticipate in the schedule that submittals will take a minimum of 4 weeks for comments to return.
I. The Owner will have a minimum of 2 weeks to review submittals and a minimum of 3 weeks to review I&C submittals.

PART 2 PRODUCTS
2.1 NAMEPLATES:
A. Nameplates shall be provided on all electrical devices, (including but not limited to motor control equipment, MCC cubicles, control stations, junction boxes, panels, motors, instruments, solenoids, switches, indicating lights, meters, and all electrical equipment enclosures.)
B. Nameplates shall also be provided on all electrical panel interior equipment, including but not limited to: relays, circuit breakers, power supplies, terminals, contactors, and other devices.)
C. All nameplates shall include the equipment name and number (circuit number and function, if applicable).
D. Nameplates on light switches and receptacles shall include the panel and circuit and also include application such as outdoor lights, computer receptacle, etc. if relevant. Nameplates on switches and receptacles can be printed thermal tape.

2.2 THERMAL (TEMPERATURE) RATINGS OF EQUIPMENT TERMINATIONS:
A. Wiring and circuit breakers on this project are designed for 75°C operation above 30 amperes; 60°C for 30 amperes and below.
B. All products furnished on this project shall have electrical terminations rated for 60°C for ampacities of 30 amperes or less and rated for 75°C for ampacities above 30 amperes.

PART 3 EXECUTION

3.1 STORAGE AND INSTALLATION ENVIRONMENT:
A. All electrical equipment shall be stored in a dry environment free from dust, moisture, sprays or vapors, which may be detrimental to their new condition. After installation of equipment, care shall be taken to protect all equipment from all dust, moisture, paint and other spray, harmful vapors, etc. until final acceptance and certificates of occupancy have been obtained.
B. Equipment shall not be installed in indoor areas until the area is covered, dry and finished to the point that other work will not create dust, vapors, or moisture. Equipment with integral heaters and fans shall not be installed until power is available at the location and the heater and fan shall be energized within 6 hours of the equipment being installed.

3.2 FINAL ACCEPTANCE:
A. When all work is complete, the Contractor shall call the Owner for the final acceptance testing inspections.
B. Final acceptance will not be given until:
   1. All work is complete
   2. All “site inspection” punch-lists are checked off and returned to the Owner
   3. All project record drawings are received.

3.3 PROJECT RECORD DRAWINGS:
A. A set of drawings shall be maintained at the job site (by the Electrical Contractor) showing any deviations in the electrical systems from the original design.
B. This set of drawings shall be readily available for inspection by the Owner at all times.
3.4 GUARANTEE:
A. The Contractor shall guarantee his work and all components thereof, excluding fuses, incandescent and fluorescent lamps for a period of 1 year from date of acceptance of the installation. The Contractor shall remedy any defects in workmanship and repair or replace any faulty equipment that shall appear within the guarantee period without additional cost to the Owner.

3.5 CLEANUP:
A. The premises must be kept free of accumulated materials, rubbish and debris at all times. Surplus material, tools and equipment must not be stored at the job site. At the completion of the job, all equipment and fixtures shall be left clean and in proper condition for their intended use.
B. All motor control equipment and control panels shall be cleaned inside and out at the completion of the project.

3.6 TESTS:
A. Testing for installed feeder cables and motors is required as specified in other Sections. Test reports shall be submitted to the Owner prior to final acceptance. All tests shall be performed in accordance with the applicable sections of NETA.

END OF SECTION
SECTION 260533
RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 DESCRIPTION OF WORK:
A. This section covers furnishing and installing miscellaneous electrical devices and equipment and other wiring devices indicated on the drawings.

1.2 STANDARDS AND CODES:
A. All materials and equipment specified herein shall within the scope of UL Examination Services, be approved by the Underwriter's Laboratories for the purpose for which they are used and shall bear the UL label.
B. All materials and equipment specified herein shall conform to all applicable NEMA, ANSI and IEEE standards.
C. All materials and equipment specified herein and their installation methods shall conform to the latest published version of the National Electric Code, N.E.C.

1.3 COORDINATION
A. The Contractor is responsible for coordination of mechanical equipment, fans, louvers, heaters, motors, starters, etc. and the electrical power and control requirements. Provided in this section and other sections of the specifications and drawings.
B. The Contractor shall provide power and control equipment, wiring, and raceways to meet the requirements of the equipment supplied.
C. The Contractor shall verify as a minimum:
1. Correct voltage, phase and frequency
D. The Contractor shall provide all necessary control wiring and components for any special requirements from an equipment manufacturer.
E. Any discrepancies between the electrical and mechanical equipment shall be brought to the immediate attention of the Owner.

1.4 SUBMITTALS:
A. In accordance with the “submittals” requirements in Section 16010, submit catalog data showing material information and conformance with specifications. The intended use of each item shall be indicated.

PART 2 PRODUCTS

2.1 RACEWAYS

2.1.1 GENERAL
A. All wiring shall be installed in raceways
B. Ground Conductor:
1. All raceways shall contain a minimum of one continuous copper equipment grounding conductor sized in accordance with the N.E.C.

2.1.2 RACEWAY APPLICATION:

2.1.3 CONDUIT:
A. Electric Metallic Tubing (EMT) shall be rigid galvanized steel

2.1.4 BOXES AND FITTINGS:
A. General
1. Materials for fittings shall be chosen to satisfy the requirements of the NEC
2. Junction boxes, terminal boxes, device boxes, fixture support boxes, oblong, round and rectangular conduit fittings (condulets) shall be of the same material as required by the for the raceway system.

2.2 CONDUCTORS:
A. All conductors shall be stranded copper. Insulation shall be THW, THWN, or THHN, chosen to satisfy environmental conditions. Conductors used for power circuits shall not be smaller than No. 12. Control conductors may be No. 14.

2.3 SWITCHES AND RECEPTACLES:
A. Standard wall switches shall be single-pole, or double-pole, three-way, as shown on the drawings or as required for the application. Switches shall be AC quiet type rated 20 amp, 125/277 volt with screw terminals. Wiring devices shall be ivory colored for general use office areas, and black when installed in mechanical rooms or when mounted on dark walls. Receptacles on emergency or backup power shall be labeled or color coded. ARROW HART, BRYANT, HUBBELL, P&S or equal.
B. Provide GFI receptacles where required by the NEC.
C. Per the nameplate requirements, provide circuit and panel data labels on all switches
and receptacles and label all light switches with function.

2.4 MOLDED CASE CIRCUIT BREAKERS:
A. Molded case circuit breakers shall be quick-make and quick-break type. They shall have wiping type contacts. Each shall be provided with arc chutes and individual trip mechanisms on each pole consisting of both thermal and magnetic trip elements. Two and three pole breakers shall be common trip. All breakers shall be calibrated for operation in an ambient temperature of 40 degrees C. Molded case circuit breakers shall be trip-free. Each breaker shall have trip indication independent of the ON or OFF positions.
B. Breakers shall have lugs UL listed for both copper and aluminum.
C. Circuit breakers shall be capable of accepting the cable shown on the drawings. Circuit breakers not capable of accepting the cable shown shall not be acceptable.
D. Breakers shall have the interrupting rating and trip rating to match the existing and meet the requirements of the application.

PART 3 EXECUTION

3.1 GENERAL

3.2 WIRE & RACEWAY SIZING
A. The contractor shall size wire per NEC for the load being served. Raceways shall be sized per NEC for the wire or cables installed. Scheduled raceways and wire sizes are minimum size and contractor shall upsize if required for installation per the NEC.
B. Size pull and terminal boxes per NEC. Pull box sizes, if shown on the drawings, are minimum size and the contractor shall upsize if required by NEC.

3.3 OUTLETS AND SWITCHES:

3.3.1 GENERAL
A. For all receptacles, switches, and other related devices of the lighting and receptacle system, provide all necessary raceway and wire for a complete installation.
B. Center all outlets with regard to building lines, furring and trim. Symmetrically arrange outlets in the room. Satisfactorily correct outlets improperly located or installed.
C. Set outlets plumb and extend flush outlets to the finished surface of the wall, ceiling or floor without projecting beyond same.
D. Install symmetrically all receptacles, switches and outlets shown on the trim and where necessary, set the long dimension of the plate horizontal or gang in tandem.
E. Outlets in outdoor areas or wet areas shall be GFI – provide GFI outlets in other areas as required by Code.

3.3.2 MOUNTING HEIGHTS:
A. Unless otherwise noted, wall mounted outlet devices shall generally be 24 inches above the floor, 18” in architecturally treated areas. In basement, underground or in areas subject to flooding, outlets shall be 36” above the floor.
B. Switches shall be mounted 48 inches above the floor.

C. Outlets mounted over work tables, desks and counters shall be 2”- 6” above the work surface.

3.4 RACEWAYS

3.4.1 GENERAL

A. Provide all necessary raceways for wiring as shown on the drawings.

B. Raceway routing shown on plans is general in nature, unless otherwise indicated on the drawings, the Contractor shall be responsible for determining conduit routing that conforms to the installation requirements required by the plans and specifications.

C. The number of directional changes of a conduit shall be limited to 270 degrees in any run between pull boxes.

D. Conduit runs shall be limited to a maximum of 400 feet, less 100 feet or fraction thereof, for every 90 degrees of change in direction.

E. In general, conduit inside structures shall be exposed unless otherwise specified or indicated on the drawings. No conduit shall be exposed in water chambers unless so indicated on the drawings.

F. Conduit across structural joints where structural movement is allowed shall have an O-Z "Type DX" or Crouse-Hinds "Type XD," bonded, weathertight expansion and deflection fitting of that conduit size.

G. Separate conduits of different voltages by a minimum of 2” – separate signal wire conduits from all other types of conduits by a minimum of 6”.

H. All conduits shall be a minimum of 1/2”.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. A/V SUBCONTRACTOR shall be a Washington-based company able to deliver 24-hour service and having an office location within (30) miles of the City of Pacific. A/V SUBCONTRACTOR shall be licensed with Washington State, and shall additionally hold a business license with the City of Pacific.

B. A/V SUBCONTRACTOR shall be responsible for renting and managing delivery and pickup of any manlifts required for installation.

C. A/V SUBCONTRACTOR shall provide (4) hours of system training to City employees or designees.

D. Except where otherwise listed, manufacturers and model numbers listed herein are intended to provide a basis for design and substitutions may be made following the City’s written approval. Bidders must submit a timely RFI to receive approval for substitutions.

1.2 SUBMITTALS

A. General: Submit in accordance with Section 013300.

B. Product Data: For each specific piece of equipment.

C. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, required clearances, method of field assembly, components, and location of each field connection.

D. Closeout Submittals: Operation and Maintenance Data: For equipment.

1.3 QUALITY ASSURANCE

A. Installer Qualifications:

1. Experienced installer, knowledgeable about the specific equipment being installed.

2. Experienced installer who has taken an Advanced Loop Class and is an authorized representative of the equipment manufacturer for both installation and maintenance of equipment required for this Section.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by testing agency acceptable to authorities having jurisdiction.

C. Comply with NFPA 70.

D. Comply with UL 50.

E. Comply with IEC 60118-4.
1.4 WARRANTY

Warrant products in system to be free of defects in operation for 5 years, including parts and labor. Warranty for cords, external power supplies and accessories is 90 days.

PART 2 PRODUCTS

2.1 VIDEO PROJECTION SYSTEM

A/V SUBCONTRACTOR shall supply and install a laser-illuminated projector having no less that 6,000 ANSI lumens and a contrast ratio of no less than 100,000:1. The projector must include a projection lens having a focal length of 18.07-22.59mm and an F number between 2.00 and 2.32. The projector shall be securely mounted inside a steel enclosure to prevent damage. The enclosure must be white in color. A/V SUBCONTRACTOR shall suspend the projector in a non-rigid manner, allowing the assembly to move instead of break if hit by a ball thrown from below. All suspension hardware, including chain, shackles, and eye bolts, must be load-rated with a safety factor of at least 5:1, and must be manufactured in the USA.

As part of the Master Control Station, A/V SUBCONTRACTOR shall supply an HDMI receptacle for connection to a video source. The HDMI input shall be routed to the projector via HDBase-T, and dembedded audio shall be routed to the equipment rack. An HDMI-to-HDBase-T converter having advanced EDID management, HDCP support, and 4K resolution shall be used to transmit over STP cable. An HDMI audio de-embedder having advanced EDID management shall be provided.

Projector control signals shall be routed from the projector via Shielded Twisted-Pair cable, terminated on each end with a 3.5mm TRS plug. The wired remote control supplied with the projector shall be located in the Master Control Station.

Video and projector control shall be installed as show in Attachment C - Video Riser Diagram. For details on the Master Control Station, see Attachment E - Master Control Station.

Approved projector and lens are Eiki EK-623UW and AH-A22030. Approved signal processing equipment are Lightware HDMITPS- TX210 and p/n 91330008.

2.2 AUDIO MIXING AND CONTROL

A/V SUBCONTRACTOR shall supply and install a swiveling rackmount cabinet for all rack gear associated with the system. The rackmount cabinet shall offer 10U of rack space and meet UL2416 standards. The rackmount cabinet shall be installed in the pass-through corridor near the electrical panel. Approved rackmount cabinet is Middle Atlantic EWR-10-17.

Installation shall correspond to the design shown in Attachment D - Audio Riser Diagram. A/V SUBCONTRACTOR shall supply and install the following rackmount equipment, with all required cables, interconnects, and accessories:

Rackmount power sequencer having a minimum of (8) receptacles (1 total), Furman CN-1800S approved.

1RU digital system processor having advanced automixing tools (1 total), Yamaha MTX3
4-channel digital power amplifier offering 280W per channel into 4 ohms (1 total), Yamaha XMV4280 approved.

All wireless microphone equipment as required in following sections.

All induction-loop equipment as required in following sections.

Blank steel rack panels as required to fill any empty rack spaces, Middle Atlantic products approved.

At both the Master Control Station and Auxiliary Control Station, A/V SUBCONTRACTOR shall supply and install the following equipment in accordance with Attachments D, E, and F.

Digital remote-control station, interfacing to processor, with four buttons and one volume control (2 total). Approved control panel is the Yamaha DCP1V4S-US.

Analog audio input panel with line and mic level inputs (2 total). Approved input panel is Whirlwind MIP3B.

A/V SUBCONTRACTOR shall configure all audio equipment software in a turnkey process for the City. The system configuration shall incorporate automatic mixing strategies and active feedback reduction to support the multi-use nature of the room.

2.3 MASTER CONTROL STATION

A/V SUBCONTRACTOR shall construct and install a custom system control cabinet as shown in Attachment E - Master Control Station. This cabinet shall be installed on the wall in the northern entry alcove at the west side of the room. The base cabinet shall be rated NEMA 1 for indoor use and must be sized 16 inches x 12 inches x 6 inches. The cabinet shall be lockable with a key and tumbler lock. A/V SUBCONTRACTOR will provide two copies of the key to the City. Approved cabinet is Cooper 16126-1PP.

Audio and Video equipment shall be mounted inside the enclosure as shown in Attachment E. There shall be room provided inside the enclosure for storage of wireless microphones and accessories supplied per the following sections.

2.4 AUXILIARY CONTROL STATION

A/V CONTRACTOR shall provide and install an auxiliary control station as shown in Attachment F - Auxiliary Control Station.

2.5 WIRELESS MICROPHONES

A/V SUBCONTRACTOR shall supply (2) diversity wireless microphone receivers with digital tuning and frequency-agile performance. These shall be mounted in the equipment rack using the appropriate rackmount kit. A/V SUBCONTRACTOR shall supply and install two directional wireless antennas on the inside of the room. Installation of all equipment shall be as shown in Attachment G - Wireless Microphone Receivers. Additionally, A/V SUBCONTRACTOR shall supply the following equipment:

(2) antenna wireless extension cable, length as required. Approved equipment is Sennheiser p/n USRG21325.
(2) Handheld wireless transmitter. Approved equipment is Sennheiser p/n 508004.
(2) Microphone capsule for handheld. Approved equipment is Sennheiser p/n 502575.
(1) Bodypack wireless transmitter. Approved equipment is Sennheiser p/n 507932.
(1) Microphone capsule for bodypack. Approved equipment is Sennheiser p/n 507437.
(3) Spare clip for bodypack microphone. Approved equipment is Sennheiser p/n 883387.

2.6 LOUDSPEAKERS

A/V SUBCONTRACTOR shall supply (6) coaxial loudspeakers, ceiling mounted, with high output and specialized ceiling tile mount. The speaker shall have a 12” woofer and a coaxial horn, mounted in a polypropylene shell and capable of being suspended with pendant, bracket, or ceiling tile mounting. The speaker shall have on-axis sensitivity of 96dB/W/m and a frequency range of 63Hz – 20kHz. The speaker shall have horizontal and vertical coverage of 90 degrees and RMS power handling of 300W. Speakers must weigh no more than 28 pounds each. Approved speaker is D.A.S. Audio OVI-12. Speakers shall be installed as shown in Attachment H - Reflected Ceiling Plan. Interconnection between speakers shall be made as shown with 14/2 speaker wire, routed above the ceiling tiles. Speakers shall be connected to the amplifier in parallel pairs.

2.7 INDUCTION LOOP

A/V SUBCONTRACTOR shall install an induction-loop type hearing aid assistance system. The loop shall consist of 18-guage copper wire, routed as shown in Attachment I – Induction Loop. A/V SUBCONTRACTOR shall install (1) loop amplifier of appropriate power and performance in the equipment rack and connect as shown in Attachment D. Approved loop amplifier is Ampetronic IDL500.

A/V SUBCONTRACTOR shall test the induction loop system and adjust the level and equalization as required for optimum performance.

2.8 THEATRICAL DRAPE

A/V SUBCONTRACTOR shall have an on-site drape shop capable of sewing and repairing theatrical drape, able to provide drape reworking with a turnaround time of less than (1) week. A/V SUBCONTRACTOR shall provide custom-sewn theatrical velour drapes. Drapes shall be inherently fire-retardant synthetic velour, 22oz, with 50% box-style pleats on 12” centers. Nap shall be sewn down. All curtains shall be from the same dye lot of fabric and shall be furnished in color specified by the City.

Manufacturer’s label including the material name, type, weight, and curtain dimensions shall be sewn on the back corner of each curtain at the bottom hem, additionally stating the flame-resistance rating of the curtain.

A border of 3” black polypropylene webbing shall be stitched on top of the curtain with 1” of face fabric turned under the webbing. The 3” webbing shall have a 1” sew-on loop of
Velcro sewn on at the top. A second strip of 3” black poly webbing will have #2 nickel grommets set on 12” centers and attached to the curtain at the lower stitch line. Grommeted webbing placement will be dictated by placement of the S-hook so that it is even with the top of the curtain but hidden from the front.

All curtains will have 6” bottom hems. The same fullness as at the top will be sewn at the bottom of the curtain. A 1x4 backer board shall be attached to the back side of the bottom hem to secure the curtain to the wall. Curtains will have 3” side hems.

All cutouts due to obstacles in or on the walls will have a finished edge with 2” black poly webbing reinforcement on all sides of the cutout. Additional reinforcement and Velcro shall be used as needed to affix curtain to the wall around the obstacles.

A/V SUBCONTRACTOR shall install drapes in accordance with Attachments J and K – Theatrical Drape Installation.

PART 3 EXECUTION

3.1 INSTALLATION

A. A/V CONTRACTOR shall coordinate closely with the Project’s Electrical Contractor to ensure all installation in accordance with the design needs. Electrical Contractor must hold a Washington State 01 license and be fully bonded and insured to perform the relevant work. All wiring shall be installed by Electrical Contractor in compliance with applicable regulations A/V CONTRACTOR suggests that all wiring, both high- and low-voltage, be installed in metal conduit if permitted under building and electrical code.

B. Electrical Contractor shall install (1) dedicated 20A circuit breaker into existing breaker panel; and distribute that circuit to (1) L5-20R receptacle at the projector location and (1) L5-20R receptacle at the equipment rack location. Please reference Attachment A - High Voltage Riser Diagram in Appendix B.

C. Electrical Contractor shall install low-voltage conductors between projector location, equipment rack location, and (2) control panel locations. A/V CONTRACTOR shall provide all low-voltage cabling, and where Belden part number is specified, no substitution of cable is allowed. Please reference Attachment B - Low Voltage Riser Diagram in Appendix B.

1. From Master Control Station to Equipment Rack:
   (4) Belden 1300B - Cat5e F/UTP
   (4) STP audio cable
   (1) Belden 8471 - 16/2 unshielded low-voltage cable

2. From Auxiliary Control Station to Equipment Rack:
   (2) Belden 1300B - Cat5e F/UTP
   (1) STP audio cable

3. From Equipment Rack to Projector:
(3) Belden 1300B - Cat5e F/UTP
(1) STP audio cable
D. Install equipment to comply with manufacturer’s recommendations.
E. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with typical service loops, no excess. Use lacing bars in cabinets.

3.2 GROUNDING
   A. Ground cable shields, and equipment, to eliminate shock hazard and to minimize ground loops, common-mode returns, noise pickup, cross talk, and other impairments.

3.3 FIELD QUALITY CONTROL
   A. Operational Test: Perform tests that confirm proper operation of system and proper coverage in area where equipment will be used. System must meet IEC 60118-4 standard.

3.4 DEMONSTRATION
   A. Demonstration and Instruction of Owner’s Personnel: Engage factory-authorized service representative to train Owner’s maintenance personnel to adjust, operate, and maintain equipment as specified.

END OF SECTION
Contract Drawings
CITY OF PACIFIC
COMMUNITY CENTER
RENOVATION PROJECT
PACIFIC, WASHINGTON

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

GENERAL CONSTRUCTION NOTES
1. SEE GENERAL NOTES ON SHEET 2 OF THESE CONSTRUCTION DOCUMENTS.
2. SEE DETAILS ON SHEETS 5 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. FLOOR 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 INCORPORATING BUT NOT LIMITED TO: PLUMBING, FLOOR SQUARE FOOTAGE, WALL HEIGHT, ETC.
6. CONTRACTOR IS RESPONSIBLE FOR TESTING INSTALLED PLUMBING.
7. ALL PAINT, BASEBOARDS, ETC. TO BE INSTALLED AS PER THE MANUFACTURERS RECOMMENDATION.
8. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL RESIDUAL MATERIALS.
9. BUILDINGS WILL BE OCCUPIED DURING THE WORK. PROTECT AND KEEP CLEAN EXTERIOR PECERATIV ROUTINES.
10. REMOVE AND DISPOSE OF EXISTING INTERIOR FINISHES TO BE INDICATED AND HATCHED. DISPOSE OF MATERIALS ACCORDING TO STATE AND COUNTY REQUIREMENTS.
11. CONTRACTOR TO UTILIZE LAYDOWN AREAS SHOWN ON THE PLANS.
CALL UNDERGROUND UTILITY LOCATE SERVICE:
1-800-424-5555 72 HOURS BEFORE DIGGING.

COMMUNITY CENTER 1st FLOOR PLAN

SCALE AS SHOWN

NOTES:
1) REMOVE AND REPLACE FLOORING PER PLAN AND SPECS. AND FINISH SCHEDULE ON SHEET 5.
2) VERIFY RESTRICTIONS PER TECH AND PROD TO BE ADA COMPLIANT. ADA SINK AND COUNTERSHAVE ARE REQUIRED TO MEET CURRENT STANDARDS. PER DETAILS ON SHEET 6.
3) ADDITIONAL WALL TREATMENT IS SHOWN ON SHEET 6.
4) REPLACE CEILING TILES PER FINISH SCHEDULE ON SHEET 5.
5) REPLACE CEILING TILES PER FINISH SCHEDULE ON SHEET 5.
6) SEE ELECTRICAL PLANS AND DETAILS ON SHEETS 7 AND 8.
CALL UNDERGROUND UTILITY LOCATE SERVICE:
1-800-424-5555 72 HOURS BEFORE DIGGING.

COMMUNITY CENTER 2nd FLOOR PLAN

NORTH

SCALE: AS SHOWN

NOTES:
1) REPLACE CEILING RDES PER FINISH SCHEDULE ON SHEET 4.
2) SEE ELECTRICAL PLANS AND DETAILS ON SHEETS 7 AND 8.
CALL UNDERGROUND UTILITY LOCATE SERVICE:
1-800-424-5555 72 HOURS BEFORE DIGGING.

**General Construction Notes**

1. **Paint shall be applied to exterior of door and exterior trim. The exterior isthe surface facing the common areas.**
Call Underground Utility Locate Service:
1-800-424-5555 72 Hours Before Digging.

**Community Center Renovation**

**Electrical Details**

### Existing Panel A: 120 / 240 V - 1 Ph 3 W

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**Diagram: Section A**

- **Existing Suspended Ceiling**
- **Electrical panel, see specifications page**
- **Junction boxes as required**
- **Conduit, see as required, approximate location as shown**
- **Conduit size and location as required**
- **New outlets, see plan for proposed spacing**
- **Wall mounted projector panel, see specifications page**
- **Existing floor**

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**NOTES:**

- **Drawing Scale:** Not Applicable

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**City of Pacific**

100 3rd Avenue Southeast
Pacific, WA  98047
Phone: 253-929-1110
Fax: 253-887-9910
Appendix A:

Community Center Asbestos Survey
Asbestos Northwest, LLC - Survey Report
30620 Pacific Hwy S, #103, Federal Way, WA 98003
253.941.4343

Survey Location: 305 Milwaukee Blvd S Pacific WA

Prepared for: City of Pacific
Date: October 1st, 2019
Asbestos Northwest Batch Number: 201913694
Inspector: Sean Butler (#173733)
E-mail: seanb@asbestosnw.com

[Signature]
### Contents

1. Background Information and Scope of Work ................................................................. 3
2. Building Description ........................................................................................................ 4
   - Structural System ........................................................................................................ 4
   - Finishing Materials ...................................................................................................... 4
   - Mechanical system ...................................................................................................... 4
   - Electrical system ......................................................................................................... 4
   - Insulation ................................................................................................................... 4
3. Material Sampling Information ........................................................................................ 5
   - Definitions .................................................................................................................. 5
   - Survey Methodology .................................................................................................... 5
4. Asbestos Containing Material ....................................................................................... 7
5. Conclusions ................................................................................................................... 8

Appendix A – Certifications ............................................................................................... 9
Appendix B – Building Layout .......................................................................................... 11
  - North Kitchen ............................................................................................................. 12
  - South Kitchen ............................................................................................................. 12
  - North Bathroom .......................................................................................................... 13
  - Mens Bathroom .......................................................................................................... 13
Appendix C – Laboratory Report ....................................................................................... 14
1. Background Information and Scope of Work

On October 1\textsuperscript{st} 2019 Asbestos Northwest, LLC conducted a good faith survey of the city of Pacific Community Center located at 305 Milwaukee Blvd S in Pacific WA. AHERA-certified building inspector Sean Butler (#173733) conducted the survey to determine the presence of Asbestos Containing Materials (ACM's) prior to the limited remodel of the structure, primarily to the rest rooms and kitchens.

The building was in use at the time of the survey and appeared to be in good condition. The client requested a focus on interior materials, specifically flooring in the kitchens and restrooms. The intent is to remodel the bathrooms for ADA compliance and replace the kitchen floors. No significant impact to interior walls, ceilings or mechanical systems is planned at this time.

The structure was quite old and had been remodeled repeatedly in the past. For the purposes of this good faith survey the building was considered to be a single homogenous area.

Potential asbestos-containing materials were located and sampled from the interior and exterior of the building. See Appendix B for a detailed floor plan with sample locations.

Materials were located and sampled following AHERA protocol in 40 CFR 763.86, then analyzed in-house at Asbestos Northwest per 40 CFR 763.86. See section 3 for detailed sampling information.
2. Building Description

The core of the community center dates to the 1920’s and is a gymnasium. Bathrooms and some offices are located on the west side of the building, while two kitchens and a dining hall are located to the east. The building was in use at the time of the inspection and appeared to be in good condition. The remodel work planned is largely oriented around the bathrooms and kitchens.

Structural System
The building structure was not the focus of the inspection. The client representative noted the sagging and the need for foundation leveling in the future but this had no bearing on the good faith survey.

Finishing Materials
The interior walls were largely wood, though the restroom remodel work may impact some drywall. Flooring was vinyl in all areas highlighted for testing by the building owner, with the exception of the carpeted entryways by the gendered bathrooms. The gym portions of the building had wood floors and wood walls, with some areas of drywall. Remodel work does not entail significant impact to these sections of drywall.

Mechanical system
The building mechanical system was not the focus of this inspection.

Electrical system
The electrical system was live at the time of the inspection. The building electrical system was not the focus of this inspection.

Insulation
No suspect insulation materials were encountered during the inspection.
3. Material Sampling Information

Asbestos survey work performed by Asbestos Northwest meets inspection regulatory requirements enforced by federal, state, and local agencies, including Asbestos Hazard Emergency Response Act (AHERA), WAC 296-62-077 (WISHA) and 40 CFR Part 61 (NESHAP) and 29 CFR Part 1926.1101 (OSHA)

Definitions
Homogenous – Materials with the same appearance, texture, color, and which were applied during the same general construction period.

Surfacing Material – Material that has been sprayed-on, troweled-on or otherwise applied to surfaces, such as acoustical plaster, texture and joint compound, and fireproofing materials on structural members.

Thermal System Insulation – Material applied to pipes, fittings, boilers, breaching, ducts, and other interior structural components to prevent heat loss or gain.

Miscellaneous Material – Building materials such as structural components, structural members or fixtures not included in surfacing and thermal insulation.

Survey Methodology
Before sampling began, inspectors documented the total surveyed area. A sketch of each space was created, and total square footage was roughly measured. The inspectors then determined the extent of each visible homogenous material throughout the survey area.

Materials were classified as surfacing, thermal insulation, or miscellaneous material, and friability was assessed according to AHERA specifications.

Materials were sampled according to 40 CFR 763.86. Depending on homogeneity, square footage, and material type, the proper number of samples needed to accurately assess the location and extent of asbestos was determined and collected. At the point of collection, samples were placed in an appropriate container and labeled. Location was noted on the building floor plan, and a description of the material was recorded with the label number.

Sampling tools were then wiped clean to prevent contamination between samples. Any suspect debris was sealed. The samples were then counted, and their label numbers were recorded on a chain of custody form. The inspector then signed and released the form to the laboratory with the samples. Samples were analyzed in-house at Asbestos Northwest.

Below is a list of all materials sampled. Appendix C contains the laboratory report and analytical results for each sample.
<table>
<thead>
<tr>
<th>Description</th>
<th>Material Type</th>
<th>Sample Numbers and Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>White Sheet Vinyl</td>
<td>Non-Friable</td>
<td>1- North Kitchen Back Room</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous Material</td>
<td></td>
</tr>
<tr>
<td>Cove Base Mastic</td>
<td>Non-Friable</td>
<td>2- North Kitchen Wall</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous Material</td>
<td></td>
</tr>
<tr>
<td><strong>Layered Vinyl</strong></td>
<td><strong>Non-Friable</strong></td>
<td><strong>3- North Bathroom Floor</strong></td>
</tr>
<tr>
<td>Asbestos Containing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gray Brittle Floor Coating</td>
<td>Non-Friable</td>
<td>4- North Entrance Floor</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous Material</td>
<td></td>
</tr>
<tr>
<td>Chip Pattern Sheet Vinyl</td>
<td>Non-Friable</td>
<td>5- South Kitchen Floor</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous Material</td>
<td></td>
</tr>
<tr>
<td><strong>Texture</strong></td>
<td><strong>Asbestos Containing</strong></td>
<td></td>
</tr>
<tr>
<td>Asbestos Containing</td>
<td>Friable Surfacing Material</td>
<td><strong>6- Mens Bathroom Wall</strong></td>
</tr>
<tr>
<td>Joint Compound</td>
<td>Friable Surfacing Material</td>
<td></td>
</tr>
<tr>
<td>Asbestos Containing</td>
<td></td>
<td><strong>8- Womens Bathroom Wall</strong></td>
</tr>
<tr>
<td>Gray Sheet Vinyl</td>
<td>Non-Friable</td>
<td>9- Womens Bathroom Floor</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous Material</td>
<td></td>
</tr>
</tbody>
</table>
4. Asbestos Containing Material

A homogenous material is considered ACM (Asbestos Containing Material) if one or more samples of the material are found to have greater than 1% asbestos. Analysis can result in both positive and negative conclusions in materials containing less than 10% asbestos, or materials that have very fine asbestos fibers, have been hand mixed, or have asbestos fibers tightly bound in the matrix; therefore, EPA recommends a minimum of three samples be analyzed by PLM for these types of materials. All materials that were sampled during the inspection were analyzed under PLM, EPA Method 600/R-93/116.

Laboratory results show that three of the samples taken contained asbestos.

<table>
<thead>
<tr>
<th>Description and Asbestos Type</th>
<th>Material Type and Estimated Quantity</th>
<th>Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheet Vinyl Backing</td>
<td>Non-Friable Miscellaneous Material ~50ft²</td>
<td>3- North Bathroom Floor</td>
</tr>
<tr>
<td>Contains 25% Chrysotile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Texture</td>
<td>Friable Surfacing Material</td>
<td>6- Mens Bathroom Wall</td>
</tr>
<tr>
<td>Contains 2% Chrysotile</td>
<td>See Conclusions</td>
<td></td>
</tr>
<tr>
<td>Joint Compound</td>
<td>Friable Surfacing Material</td>
<td>8- Womens Bathroom Wall</td>
</tr>
<tr>
<td>Contains 2% Chrysotile</td>
<td>See Conclusions</td>
<td></td>
</tr>
</tbody>
</table>
5. Conclusions

**Sheet vinyl in the north bathroom had an asbestos containing backing material.** This floor was several layers of vinyl thick with an intermediate layer of wood subfloor. The asbestos containing vinyl was below this subfloor. All other flooring products sampled during the inspection were found to be asbestos free.

**Joint compound and texture sampled from the gendered bathrooms were both found to contain asbestos.** Wall materials were not sampled from elsewhere in the complex, and the total quantity of asbestos containing wall material is unknown. These samples may justify point count analysis, a more precise analytical method that may return a lower asbestos concentration than standard PLM analysis can provide.

All other samples were found to be asbestos free.

Further materials may be exposed during the demolition process that would warrant testing. Any identified asbestos containing material must be abated before demolition can continue. A Certified Asbestos Abatement Contractor must carry out abatement.

Different materials require different abatement processes depending on the friability, type of asbestos, and amount of asbestos present. It is important that materials are treated by a Certified Asbestos Abatement Contractor.
Appendix A – Certifications

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 20093-0

Asbestos Northwest, LLC
Federal Way, WA

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-LAC-IAF Communiqué dated January 2009).

Effective Dates
2019-04-01 through 2020-03-31
This certifies that
Sean T. Butler
has satisfactorily completed
4 hours of refresher training as an
AHERA Building Inspector
to comply with the training requirements of
TSCA Title II, 40 CFR 763 (AHERA)

Instructor
Date: Jun 18, 2019
Cert. Num: 173733

EPA Provider # 1085
Expires in 1 year.
Appendix B – Building Layout
North Kitchen

South Kitchen
North Bathroom

Mens Bathroom
### Appendix C – Laboratory Report

**Asbestos NW Batch#** 201913694

**Bulk Samples Chain of Custody (EPA 600/R-93/116)**

<table>
<thead>
<tr>
<th>#</th>
<th>Sample ID</th>
<th>Description</th>
<th>Location/Comments</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>White Sheet Vinyl</td>
<td>North Kitchen Back Room</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>Cove Base Mastic</td>
<td>North Kitchen</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>Layered Vinyl</td>
<td>North Bathroom Floor</td>
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<tr>
<td>4</td>
<td>4</td>
<td>Gray Brittle Floor Coating</td>
<td>North Entrance Floor</td>
</tr>
<tr>
<td>5</td>
<td>5</td>
<td>Chip Pattern Sheet Vinyl</td>
<td>South Kitchen Floor</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
<td>Texture</td>
<td>Mens Bathroom Wall</td>
</tr>
<tr>
<td>7</td>
<td>7</td>
<td>White Sheet Vinyl</td>
<td>Mens Bathroom Floor</td>
</tr>
<tr>
<td>8</td>
<td>8</td>
<td>Joint Compound</td>
<td>Womens Bathroom Wall</td>
</tr>
<tr>
<td>9</td>
<td>9</td>
<td>Gray Sheet Vinyl</td>
<td>Womens Bathroom Floor</td>
</tr>
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</table>

**Print**

- Sampled by: Sean Butler
- Relinquished by: Sean Butler
- Delivered by: Sean Butler
- Accepted by: Dan Lafley
- Analyzed by: Dan Lafley

**Sign**

- 10/1/2019 9:00AM
- 10/1/2019 10:15AM
- 10/4 10:06
## PLM Analysis by EPA Method 600/M4-82-020 and 600/R-93/116

This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the U.S. Government.

**Attn:** Jim Morgan  
City of Pacific  
100 3rd Ave SE Pacific WA 98047  

**Date Received:** 10/1/2019  
**Date Analyzed:** 10/4/2019  
**Samples Received:** 9  
**Samples Analyzed:** 9

### Location: 305 Milwaukee Blvd S Pacific WA 98047

<table>
<thead>
<tr>
<th>Client Sample ID</th>
<th>Lab Sample ID</th>
<th>Layer</th>
<th>Description</th>
<th>Matrix</th>
<th>% Non-Asbestos Fibers</th>
<th>% Asbestos Fibers and Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>1</td>
<td>White sheet vinyl</td>
<td>Vinyl/binder</td>
<td>None Detected</td>
<td>None Detected</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>2</td>
<td>Brown fibrous material with mastic</td>
<td>Filler, Mastic/binder</td>
<td>20% Cellulose</td>
<td>None Detected</td>
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<td>2</td>
<td>1</td>
<td>1</td>
<td>Black rubbery material</td>
<td>Rubber/binder</td>
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<td>None Detected</td>
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<td>2</td>
<td>Brown mastic</td>
<td>Mastic/binder</td>
<td>10% Cellulose</td>
<td>None Detected</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>1</td>
<td>White sheet vinyl</td>
<td>Vinyl/binder</td>
<td>None Detected</td>
<td>None Detected</td>
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<td>2</td>
<td>Brown fibrous material with mastic</td>
<td>Filler, Mastic/binder</td>
<td>20% Cellulose</td>
<td>None Detected</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>3</td>
<td>Gray tile</td>
<td>Vinyl/binder, Mineral grains</td>
<td>3% Cellulose</td>
<td>None Detected</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>4</td>
<td>Brown sheet vinyl</td>
<td>Vinyl/binder</td>
<td>None Detected</td>
<td>None Detected</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>5</td>
<td>Gray fibrous material with mastic</td>
<td>Filler, Mastic/binder</td>
<td>20% Cellulose</td>
<td>25% Chrysotile</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>1</td>
<td>Gray tile</td>
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<td>3% Cellulose</td>
<td>None Detected</td>
</tr>
<tr>
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<td>2</td>
<td>2</td>
<td>Black Foam</td>
<td>Mastic/binder</td>
<td>5% Cellulose</td>
<td>None Detected</td>
</tr>
</tbody>
</table>

Analyzed by: Dan Lafley  
Report Page 1
PLM Analysis by EPA Method 600/M4-82-020 and 600/R-93/116

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Attn: Jim Morgan
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Date Received: 10/1/2019
Date Analyzed: 10/4/2019
Samples Received: 9
Samples Analyzed: 9

Location: 305 Milwaukee Blvd S Pacific WA 98047

<table>
<thead>
<tr>
<th>Client Sample ID</th>
<th>Lab Sample ID</th>
<th>Layer</th>
<th>Description</th>
<th>Matrix</th>
<th>% Non-Asbestos Fibers</th>
<th>% Asbestos Fibers and Type</th>
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</thead>
<tbody>
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<td>5</td>
<td>6</td>
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<td>White sheet vinyl</td>
<td>Vinyl/binder</td>
<td>None Detected</td>
<td>None Detected</td>
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<td>Clear Mastic</td>
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<tr>
<td>6</td>
<td>1</td>
<td>1</td>
<td>White powdery material with paint</td>
<td>Binder/filler, Paint</td>
<td>5% Cellulose</td>
<td>2% Chrysotile</td>
</tr>
<tr>
<td></td>
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<td>2</td>
<td>White chalky material with paper</td>
<td>Filler/binder, Gypsum</td>
<td>20% Cellulose, Glass fibers</td>
<td>None Detected</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>1</td>
<td>White sheet vinyl</td>
<td>Vinyl/binder</td>
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<tr>
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<td>Gray fibrous material with mastic</td>
<td>Filler, Mastic/binder</td>
<td>20% Cellulose</td>
<td>None Detected</td>
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<tr>
<td>8</td>
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<td>1</td>
<td>White powdery material with paint and paper</td>
<td>Binder/filler, Paint</td>
<td>5% Cellulose</td>
<td>2% Chrysotile</td>
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<tr>
<td></td>
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<td>2</td>
<td>White chalky material with paper</td>
<td>Filler/binder, Gypsum</td>
<td>20% Cellulose</td>
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<tr>
<td>9</td>
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<td>Gray sheet vinyl</td>
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<td>Gray fibrous material with mastic</td>
<td>Filler, Mastic/binder</td>
<td>20% Cellulose</td>
<td>None Detected</td>
</tr>
</tbody>
</table>

Analyzed by: Dan Lafley
Report Page 2
Appendix B:
Audio Visual System Schematics
Existing electrical panel in upstairs pass-through

Add (1) 20A single pole circuit breaker for dedicated supply to A/V equipment

Install (1) receptacle at projection location

Install (1) receptacle at equipment rack location

All wiring should be in metallic conduit if permitted by applicable regulations
Equipment rack (by others) in upstairs pass through

Master control station (by others) in downstairs entryway

Cat5e F/UTP must be Belden 1300B
12/2 unshielded must be Belden 8471

Pull (4) Cat5e F/UTP
• (4) STP audio cable
• (1) 16/2 unshielded low-voltage cable

Audience control station
Install (2) single-gang back boxes in wall

Pull (2) Cat5e F/UTP
• (1) STP audio cable

Projector station
Install (1) dual-gang box in drop ceiling

Pull (3) Cat5e F/UTP
• (1) STP audio cable

NOTES:
• AV contractor to provide all low-voltage cable
• Run all cable in metallic conduit if permitted by applicable regulations
• Terminate conduit runs into equipment rack through knockout holes
• Leave 36" service loop at all locations
(2) Wireless mic receivers

From master control station
L
R
Mic
Line

From Aux control station
Mic
Line

2ea control stations

DCP - Digital Ctrl Panel Out

Induction Loop amplifier

Hearing aid induction loop

Analog audio input

8 ea line/mic level analog inputs - all connections should be via STP audio cable

YDIF (Cat5e)

4-Channel Amplifier

Spare

AUDIO SYSTEM PROCESSOR
Digital RCP audio processor
Analog audio input panel
Remote for projector
System power switch
HDMI input port

AV contractor to provide custom paneling to support all control equipment as shown

Provide (2) shelves for support

Enclosure to be 12"x16" NEMA-1 rated with locking cabinet door.
Electrician to install (2) single-gang backbox

AV contractor will supply audio input faceplate

AV contractor will supply audio remote control panel
(2) RF-compatible 50 Ω BNC coaxial cable

- Mount on wall inside main auditorium

(2) Wireless receiver installed in rackmount kit
- Mount in equipment rack
ELECTRICAL CONTRACTOR TO ADD (1) L5-20R EXISTING ELECTRICAL PANEL

AV SUBCONTRACTOR TO ADD EQUIPMENT RACK

ELECTRICAL CONTRACTOR TO ADD (1) L5-20R

EXISTING ELECTRICAL PANEL

ELECTRICAL CONTRACTOR TO ADD (1) L5-20R

SUSPENDED PROJECTOR CAGE

(6) 12" COAXIAL SPEAKERS MOUNTED IN CEILING TILES
1.) SECURE WIRE TO WALL USING CLIPS THAT DO NOT DAMAGE INSULATION
2.) USE SOLID COPPER WIRE AF
Dead Hung Wall Curtains

2414 SW Andover St. SW
Seattle WA, 98106

Tel: (206) 622-7850
Fax: (206) 267-1789

Event Name: 
Venue: 
Client: 
Room: 
Project Manager: 
Drawn By: 
Rev. Date: 
Scale: 
Print on:

All ideas generated by this firm are proprietary and may not be passed to anyone except the above mentioned client/company without written permission of Pacific Northwest Theatre Associates (PNTA). Any props, designs, materials, and/or other properties created by Pacific Northwest Theatre Associates shall remain the property of Pacific Northwest Theatre Associates for use at its own discretion.

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Show Code: J
Sheet: 
Total Sheets:

CURTAIN PLEATED AT 50% TOP AND BOTTOM
ONE WALL SHOWN (TYP)
BOTTOM OF CURTAIN SHOULD CLEAR DOOR FRAMES IN WALLS

SUSPEND FROM UNISTRUT AS SHOWN IN DETAIL
INCLUDE FINISHED CUTOUTS FOR WINDOWS AND OTHER EQUIPMENT AS REQUIRED

68'-10 3/4"
11'-0"

68'-10 3/4"
CEILING

P1068

3/8" HARDWARE

1708 HANG CLAMP

170 TRACK

WALL

1701 SINGLE CARRIER

6"

Projecton Screen Cover

Event Name:
Venue Pac. Com. Ctr.
Client: City of Pacific
Project Manager: Chris Cornelius
Drawn by Ryan Dunn
Scale: 1" = 3/16" Print on 11x17"
Show Code:
Version
Rev. Date 2/27/16
Total Sheets
Sheet Number L

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Exhibit C:

Federal Prevailing Wage Rates
"General Decision Number: WA20200011 03/06/2020

Superseded General Decision Number: WA20190011

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 $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any 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 $10.80 per hour (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 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(6). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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<th>Modification Number</th>
<th>Publication Date</th>
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</table>

ASBE0007-002 06/01/2019

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR.....................$ 26.62 16.59

BRWA0001-011 06/01/2017

Rates Fringes

Bricklayers, Caulkers.............$ 39.46 16.15

CARP0030-008 06/01/2019

Rates Fringes

CARPENTER (Acoustical Installation)..................$ 45.92 16.52

CARPENTER (Including
Formwork, Drywall Hanging,  
Cabinet Installation;  
Insulator-Batt and Metal Stud  
Installation) .................... $ 45.92 16.52  
MILLWRIGHT ..................... $ 47.42 16.52  
PILEDRIVERMAN ................... $ 46.17 16.52  

(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 08/04/2019  
Rates  Fringes  
ELECTRICIAN .................. $ 54.46 3%+21.46  
-----------------------------------------------------------------------------  

ELEC0046-007 02/04/2019  
Rates  Fringes  
ELECTRICIAN (Alarm  
Installation Only) ............. $ 31.67 3%+12.45  
ELECTRICIAN (Low Voltage  
Wiring Only) ................... $ 36.28 3%+13.20  
-----------------------------------------------------------------------------  

* ELEV0019-001 01/01/2020  
Rates  Fringes  
ELEVATOR MECHANIC ............ $ 55.86 34.765+a+b  

FOOTNOTE:  
a. PAID VACATION:  Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5
years of service, and 6% for 6 months to 5 years of service.

---

ENGI0302-019 06/01/2018

<table>
<thead>
<tr>
<th>Power equipment operators:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1A..................</td>
</tr>
<tr>
<td>Group 1AA..................</td>
</tr>
<tr>
<td>Group 1AAA................</td>
</tr>
<tr>
<td>Group 1....................</td>
</tr>
<tr>
<td>Group 2....................</td>
</tr>
<tr>
<td>Group 3....................</td>
</tr>
<tr>
<td>Group 4....................</td>
</tr>
</tbody>
</table>

**Power Equipment Operators Classifications**

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

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

**GROUP 1** - 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 07/01/2019

<table>
<thead>
<tr>
<th>IRONWORKER (Reinforcing, Structural and Ornamental)........</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 42.35</td>
</tr>
<tr>
<td>29.56</td>
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---

LAB00242-002 06/01/2019

---
ZONE 1:

<table>
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<tr>
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<th>Fringes</th>
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<tr>
<td>LABORER</td>
<td></td>
</tr>
<tr>
<td>GROUP 2A</td>
<td>$ 31.03</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$ 37.27</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$ 38.19</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$ 38.80</td>
</tr>
</tbody>
</table>

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 2A: Flagman

GROUP 3: General Laborer; Chipping Gun (under 30 lbs.); Form Stripping; Roof Tearoff

GROUP 4: Chipping Gun (over 30 lbs.); Concrete Saw Operator; Gunite; Pipe Layer; Vibrating Plate

GROUP 5: Mason Tender-Brick; Mason Tender-Cement/Concrete; Grade Checker

PAIN0005-029 07/01/2019

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>DRYWALL FINISHER/TAPER...........$ 43.03</td>
<td>19.36</td>
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</table>

PAIN0005-030 07/01/2019

Painters:

Parking Lot and Highway Stripping Only...........$ 31.61 16.07

PAIN0005-031 07/01/2019

PAINTER (Including Brush, Roller, Spray and Prep Work).....$ 31.15 11.98

PAIN0188-005 07/01/2019

GLAZIER....................$ 47.34 18.96
<table>
<thead>
<tr>
<th>Description</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>PAIN1238-002 07/01/2019</td>
<td></td>
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</tr>
<tr>
<td>SOFT FLOOR LAYER (Including Vinyl and Carpet).......................... $ 32.62</td>
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<td>18.27</td>
</tr>
<tr>
<td>PLAS0528-002 06/01/2019</td>
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</tr>
<tr>
<td>PLASTERER................................. $ 41.33</td>
<td></td>
<td>17.59</td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER............................................ $ 44.43</td>
<td></td>
<td>18.04</td>
</tr>
<tr>
<td>PLUM0032-009 06/01/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PIPEFITTER............................. $ 61.71</td>
<td></td>
<td>25.38</td>
</tr>
<tr>
<td>PLUMBER (Including HVAC Pipe Installation)................................ $ 61.71</td>
<td></td>
<td>25.38</td>
</tr>
<tr>
<td>REFRIGERATION MECHANIC......... $ 26.87</td>
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<td>23.64</td>
</tr>
<tr>
<td>ROOF0054-008 02/01/2019</td>
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<tr>
<td>ROOFER (Includes Roof Tear Off, Waterproofing, and Installation of Metal Roofs)........ $ 37.30</td>
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<td>15.97</td>
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<tr>
<td>* SFWA0699-006 01/01/2020</td>
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<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)......................................... $ 53.71</td>
<td></td>
<td>28.18</td>
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<tr>
<td>SHEE0066-023 06/01/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheet Metal Worker (Including HVAC Duct Work and Installation of HVAC Systems)......... $ 56.09</td>
<td></td>
<td>28.02</td>
</tr>
<tr>
<td>* TEAM0174-005 06/01/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Truck drivers:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZONE A:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GROUP 2:........................................ $ 39.54</td>
<td></td>
<td>20.46</td>
</tr>
<tr>
<td>ZONE B (25-45 miles from center of listed cities*): Add $.70 per hour to Zone A rates.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZONE C (over 45 miles from centr of listed cities*): Add $1.00 per hour to Zone A rates.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
*Zone pay will be calculated from the city center of the following listed cities:

<table>
<thead>
<tr>
<th>BELLINGHAM</th>
<th>CENTRALIA</th>
<th>RAYMOND</th>
<th>OLYMPIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVERETT</td>
<td>SHELTON</td>
<td>ANACORTES</td>
<td>BELLEVUE</td>
</tr>
<tr>
<td>SEATTLE</td>
<td>PORT ANGELES</td>
<td>MT. VERNON</td>
<td>KENT</td>
</tr>
<tr>
<td>TACOMA</td>
<td>PORT TOWNSEND</td>
<td>ABERDEEN</td>
<td>BREMERTON</td>
</tr>
</tbody>
</table>

**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**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER: Driller.............. $17.17</td>
<td>5.36</td>
</tr>
<tr>
<td>LABORER: Irrigation........... $11.58</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Landscape............ $9.73</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Overhead Door Installation................ $22.31</td>
<td>3.44</td>
</tr>
<tr>
<td>OPERATOR: Backhoe............. $29.95</td>
<td>7.20</td>
</tr>
<tr>
<td>OPERATOR: Mechanic............ $24.33</td>
<td>4.33</td>
</tr>
<tr>
<td>ROOFER: Metal Roof............ $24.30</td>
<td>4.05</td>
</tr>
<tr>
<td>TILE SETTER................... $18.72</td>
<td>3.35</td>
</tr>
<tr>
<td>TRUCK DRIVER: Dump Truck....... $27.43</td>
<td>0.00</td>
</tr>
</tbody>
</table>

---

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

---

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including...
preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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.

END OF GENERAL DECISION"
Exhibit D: Washington State Prevailing Wage Rates
<table>
<thead>
<tr>
<th>County</th>
<th>Trade</th>
<th>Job Classification</th>
<th>Wage</th>
<th>Holiday</th>
<th>Overtime</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>King</td>
<td>Asbestos Abatement Workers</td>
<td>Journey Level</td>
<td>$50.86</td>
<td>5D</td>
<td>1H</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Carpenters</td>
<td>Acoustical Worker</td>
<td>$62.44</td>
<td>7A</td>
<td>4C</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Carpenters</td>
<td>Carpenter</td>
<td>$62.44</td>
<td>7A</td>
<td>4C</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Carpenters</td>
<td>Carpenters on Stationary To</td>
<td>$62.57</td>
<td>7A</td>
<td>4C</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Carpenters</td>
<td>Creosoted Material</td>
<td>$62.54</td>
<td>7A</td>
<td>4C</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Carpenters</td>
<td>Floor Finisher</td>
<td>$62.44</td>
<td>7A</td>
<td>4C</td>
<td></td>
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<tr>
<td>King</td>
<td>Carpenters</td>
<td>Floor Layer</td>
<td>$62.44</td>
<td>7A</td>
<td>4C</td>
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<td>King</td>
<td>Carpenters</td>
<td>Scaffold Erector</td>
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<td>4C</td>
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<td>Drywall Applicator</td>
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<td>5D</td>
<td>1H</td>
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<td>King</td>
<td>Laborers</td>
<td>Air, Gas Or Electric Vibrating</td>
<td>$50.86</td>
<td>7A</td>
<td>4V 8Y</td>
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<td>Airtrac Drill Operator</td>
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<td>7A</td>
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<td></td>
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<td>Laborers</td>
<td>Ballast Regular Machine</td>
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<td>7A</td>
<td>4V 8Y</td>
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<td>Batch Weighman</td>
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<td>7A</td>
<td>4V 8Y</td>
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<td>Laborers</td>
<td>Brick Pavers</td>
<td>$50.86</td>
<td>7A</td>
<td>4V 8Y</td>
<td></td>
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<td>King</td>
<td>Laborers</td>
<td>Brush Cutter</td>
<td>$50.86</td>
<td>7A</td>
<td>4V 8Y</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Laborers</td>
<td>Brush Hog Feeder</td>
<td>$50.86</td>
<td>7A</td>
<td>4V 8Y</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Laborers</td>
<td>Burner</td>
<td>$50.86</td>
<td>7A</td>
<td>4V 8Y</td>
<td></td>
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<td>King</td>
<td>Laborers</td>
<td>Caisson Worker</td>
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<td>7A</td>
<td>4V 8Y</td>
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<tr>
<td>King</td>
<td>Laborers</td>
<td>Carpenter Tender</td>
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<td>7A</td>
<td>4V 8Y</td>
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<tr>
<td>King</td>
<td>Laborers</td>
<td>Cement Dumper-paving</td>
<td>$51.80</td>
<td>7A</td>
<td>4V 8Y</td>
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<td>King</td>
<td>Laborers</td>
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<td>7A</td>
<td>4V 8Y</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Laborers</td>
<td>Change House Or Dry Shack</td>
<td>$50.86</td>
<td>7A</td>
<td>4V 8Y</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Laborers</td>
<td>Chipping Gun (30 Lbs. And C</td>
<td>$51.80</td>
<td>7A</td>
<td>4V 8Y</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Laborers</td>
<td>Chipping Gun (Under 30 Lbs</td>
<td>$50.86</td>
<td>7A</td>
<td>4V 8Y</td>
<td></td>
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<tr>
<td>King</td>
<td>Laborers</td>
<td>Choker Setter</td>
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<td>7A</td>
<td>4V 8Y</td>
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<tr>
<td>King</td>
<td>Laborers</td>
<td>Chuck Tender</td>
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<td>7A</td>
<td>4V 8Y</td>
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<tr>
<td>King</td>
<td>Laborers</td>
<td>Clary Power Spreader</td>
<td>$51.80</td>
<td>7A</td>
<td>4V 8Y</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Laborers</td>
<td>Clean-up Laborer</td>
<td>$50.86</td>
<td>7A</td>
<td>4V 8Y</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Laborers</td>
<td>Concrete Dumper/Chute Op</td>
<td>$51.80</td>
<td>7A</td>
<td>4V 8Y</td>
<td></td>
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<tr>
<td>King</td>
<td>Laborers</td>
<td>Concrete Form Stripper</td>
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<td>7A</td>
<td>4V 8Y</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Laborers</td>
<td>Concrete Placement Crew</td>
<td>$51.80</td>
<td>7A</td>
<td>4V 8Y</td>
<td></td>
</tr>
<tr>
<td>King</td>
<td>Laborers</td>
<td>Concrete Saw Operator/Cor</td>
<td>$51.80</td>
<td>7A</td>
<td>4V 8Y</td>
<td></td>
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<tr>
<td>King</td>
<td>Laborers</td>
<td>Crusher Feeder</td>
<td>$43.11</td>
<td>7A</td>
<td>4V 8Y</td>
<td></td>
</tr>
<tr>
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