

RESOLUTION 2026-W

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,
AWARDING A BID FOR THE PURCHASE AND INSTALLATION OF THE
COMMUNITY CENTER GENERATOR**

WHEREAS, the Town of Eatonville was awarded a Community Development Block Grant for the installation of a generator at the Eatonville Community Center; and

WHEREAS, this project includes the purchase and installation of the generator at the Eatonville Community Center; and

WHEREAS, the Town solicited bids for the work according to Washington State bid laws and the lowest responsible bid was received from Mashell River Construction in the amount of \$174,851.75; now, therefore;

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, a Small Works Construction Contract with Mashell River Construction, not to exceed \$174,851.75, as outlined and attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 11th day of May 2026.

Emily McFadden, Mayor

ATTEST:

Miranda Doll, Town Clerk

**TOWN OF EATONVILLE
SMALL WORKS CONSTRUCTION CONTRACT**

THIS Agreement is made effective as of the _____ day of _____, 2026, by and between

TOWN OF EATONVILLE, WASHINGTON (“TOWN”)
201 Center Street West
PO Box 309
Eatonville, Washington 98328

Contact: Eric Phillips, Town Administrator
Phone: 360.832.3361 Ext. 105

and

Mashell River Construction (“CONTRACTOR”)
121 Washington Ave. N
Eatonville, WA 98328

Contact: Aaron Babcock
Phone: 253-310-1509
Email: mashellriverconstruction@gmail.com
Tax Id No.: 605969716

for the following Work: Purchase and install generator at Eatonville Community Center/Eatonville Family Agency at 305 Center St. W according to:

- the bid solicitation and addendum, including CDBG requirements,
- the signed proposal,
- contract and specifications,
- technical specifications,
- the construction plans,
- this small works contract.

The Town and Contractor agree as follows:

1. The Contractor shall complete the Work described in the Town’s Invitation to Bid. The following documents are collectively referred to as the “Contract Documents.” In case of conflict, the precedence of the following documents in controlling the Work shall be:
 - A. Invitation to Bid
 - B. This Agreement signed by the Town and Contractor;
 - C. Small Works Terms and Conditions;
 - D. Attached Contract and Specifications, Technical Specifications, and Construction Plans;

- E. Written change orders or orders for minor changes in the Work issued after execution of this Agreement;
- F. Insurance and Bonding Requirements.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. These Contract Documents complement each other in describing a complete work. Any requirement in one document binds as if stated in all. The Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically.

2. The date of commencement shall be as soon as practicable after council acceptance of the bid May 11th, 2026, realizing there is about a 60-day lead time on generator delivery. The Contractor shall substantially complete the work not later than October 30th, 2026, subject to adjustment by change order.
3. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the above-described Contract Documents. The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing of the work provided for in these Contract Documents, except those items mentioned therein to be furnished by the Town.
4. Subject to additions and deductions by change order, the bid price is the Contractor's bid quotation of \$174,851.75 with applicable sales tax included in the contractor's quotation. The bid price shall include all items and services necessary for the proper execution and completion of the work. The Town hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the work described in the Contract Documents and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained; and hereby contracts to pay for the same at the time and in the manner and upon the conditions provided for in this contract.
5. The Contractor agrees to comply with all state and federal laws relating to the employment of labor and wage rates to be paid, Community Development Block Grant requirements in particular. The Contractor agrees to furnish insurance of the types and the amounts set forth in the Contract Documents.
6. Performance bonding will not be required for this limited public works project. However, The Town shall retain 5% of the contract sum from each progress payment until substantial completion of the project.
7. The Contractor agrees to repair and replace all property of the Town and all property of others damaged by himself, his employees, and sub-contractors.

8. The Contractor for himself and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein upon the part of the Contractor.
9. It is further provided that no liability shall attach to the Town by reason of entering into this Construction Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed on the date first written above.

TOWN OF EATONVILLE

MASHELL RIVER CONSTRUCTION

Emily McFadden, Mayor

Aaron Babcock, Owner

ATTEST:

Miranda Doll, Town Clerk

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications (attach additional pages if desired):

1. Name and Address

MASHELL RIVER CONSTRUCTION INC.
121 WASHINGTON ave N Eatonville
WA 90328

2. State of Washington Registration Number and expiration _____
 3. Number of years in contracting business under present firm name 1
 4. Particular types of construction work performed by your company:

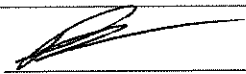
Asphalt, concrete, excavation, Demo.

5. Contractor must show experience as prime contractor for at least two (2) emergency generator projects which have been completed by the contractor within the last 5 years. Projects listed must have similar and relevant physical components to those of this project. The Owner has absolute final determination if the Contractor's experience is relevant or similar. List experience below or attach separate sheets.

	Project Name	Year Installed	Amount	Owner	Owner Contact Name	Contact Phone Number
1.						
2.						
3.						

6. Gross amount of contracts now in hand: \$107,300

7. Bank reference(s):
Keybank

By (Authorized Signature): 

Title owner

Contractor's & Subcontractor's Combined Certification

(Required Information, MBE/WBE, EEO, Labor Standards, Debarment, Litigation/Regulatory Action)

State of Washington, Pierce County

Project Name:

Contractor/Subcontractor: MASHell RIVER CONSTRUCTION

Mailing Address: ~~P.O.~~ 121 WA ave N Eatonville WA 98328

Email Address: MASHell RIVER CONSTRUCTION @gmail.com

Phone: 253 - 310 - 1509

IRS Identification No.: 605 969 716

Contractor's License No.: MASHER C 751P2

Washington Employment Security Department Number: 000 98 077 3000

SAM.Gov Unique Entity ID (UEI) No.:

This firm is (select one: sole proprietorship, partnership, corporation, other): Corporation

Union Affiliation (select one: non-union, union): Non Union

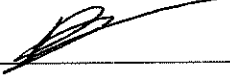
List all owners, partners or officers of this firm:

Name	Title	Address	Code
Aaron Babcock	owner	441011 SR161 Eatonville	1
Brayden Mclean	owner	15922 Scott R Turner D	1
* Racial/Ethnic Codes:	1 = White Americans 2 = Black Americans 3 = Native Americans 4 = Hispanic Americans 5 = Asian/Pacific Americans 6 = Hasidic Jews		

List other construction business(es) in which this firm has a substantial interest:

Name	Address	Type of Business
None		

The following person(s) may sign certified payroll reports for this firm:

 Brayden Mclean
 (sample signature)

Typed Name and Title:

Brayden Mclean owner
 (sample signature)

Typed Name and Title:

This firm deducts from employee wages, benefits for authorized programs specified in attached Form 4010 Section A. 1. (i) Minimum Wages, as follows:

Benefit	Agency To Whom Paid
N/A	
None	

This firm deducts benefits from employee wages for programs which are not authorized under in attached Form 4010 Section A. 1. (i) Minimum Wages, (and which require approval):

Benefit	Agency To Whom Paid
None	

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The undersigned, having executed a contract with Contracting Agency (or with a Subrecipient, contractor or subcontractor of Contracting Agency for the construction of the public works project described above), acknowledges that:

1. The MBE/WBE and EEO and State prevailing wage provisions are included in the specifications of the contract and that the undersigned is obligated to comply with those requirements; and, that
2. The correction of any infraction of those requirements by the contractor, subcontractor, or any lower tier subcontractor is the responsibility of the prime contractor.

The undersigned further acknowledges and certifies that:

1. Neither he/she, nor any firm, partnership or association in which he/she has a substantial financial interest, is debarred from contracting with the federal government, the State of Washington or Contracting Agency or is in any other way prevented from carrying out the provisions of this public works contract;
2. No part of this project has been or will be subcontracted to any subcontractor (or any tier) who is debarred from contracting with the federal government, the State of Washington or is in any other way prevented from carrying out the provisions of this public works contract; and

3. The undersigned certifies that (Check one):

It is, or It is *not*

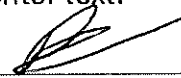
involved in any litigation or regulatory action at time of the bid. If they are, the bidder is required to provide applicable information including the parties involved, dates, places, courts, and a brief synopsis of the details attached to this form. Failure to provide this information, or failure to provide accurate information, may render the bid non-responsive or give Contracting Agency the right to cancel the contract or apply other legal or administrative remedies.

4. He/she promises to forward to Contracting Agency within 15 calendar days following execution, a copy of all subcontract agreements entered into on this project.

Contractor/Subcontractor: Click here to enter text.

MASHell River Construction inc

Signature of Authorized Representative:



Typed Name and Title: Click here to enter text.

Brayden Mclean - Owner

Date Signed: Click here to enter text.

4-22-26

BID BOND FORM

Herewith find deposit in the form of a certified check, cashier's check, or cash in the amount of \$ _____ which is not less than five percent (5%) of the total bid.

Sign Here: _____

BID BOND

Know all men by these presents, that we Mashell River Construction Inc. as Principal and United Fire & Casualty Company as Surety, are held and firmly bound unto the Town of Eatonville, Washington, as obligee in the penal sum of Five Percent (5%) of Total Amount Bid dollars, for the payment of which the principal and the surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the obligee shall make any award to the principal for Community Center Generator Design, 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 award and shall give bond for faithful performance thereof, with surety or sureties approved by the obligee; or if the principal shall, in case of failure to do so, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith pay and forfeit to the obligee, as penalty and liquidated damages the amount of this bond.

Signed, sealed, and dated this 21st day of April, 2026.
Mashell River Construction Inc.
Principal _____
United Fire & Casualty Company
Surety Kristine S
Kristine Santamaria, Attorney-in-Fact

Return of deposit in the amount of \$ _____

Date _____

By _____



KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

HOLLY E. ULFERS, ROXANA PALACIOS, JAMIE ARMFIELD, SCOTT C. ALDERMAN, AMBER ENGEL, MARINA MATYUNIN, KRISTINE SANTAMARIA, SANDRA STEWART, BEN WELLS, ALLISON MCCLINTOCK, LAURA KOVARIK, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

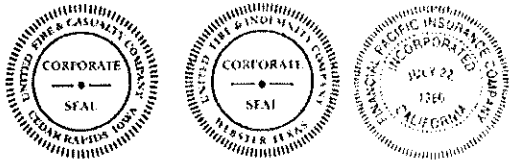
The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 29th day of June, 2022

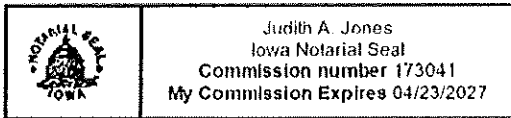


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

On 29th day of June, 2022, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 21st day of April, 2026



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

PROPOSAL

Contractor: MASHELL RIVER CONSTRUCTION INC.
City: Eatonville, Washington
Date: 4.22.26, 2026

The Town Council

Town of Eatonville
201 Center Street W
Eatonville, WA 98328

Pursuant to and in compliance with your invitation for bids and all other documents relating thereto, the undersigned bidder, having familiarized themselves with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, proposes and agrees to perform, within the time stipulated, the contract, if this project is accepted, including all its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment, an all utility and transportation services necessary to perform the contract, complete, in a workmanlike manner, of all the work covered by the contract in connection with the project, designated as Community Center Generator Design all as required by and in strict conformance with the Specifications and Contract Plans for the following unit prices.

Note: Unit prices of all items, all extensions, and total amount of bid must be shown.

Acknowledgement of Receipt of Addenda:

No. 1 Date 4.22.26 Initials AB
No. _____ Date _____ Initials _____
No. _____ Date _____ Initials _____
No. _____ Date _____ Initials _____
No. _____ Date _____ Initials _____
No. _____ Date _____ Initials _____

SCHEDULE OF PRICES

Schedule A					
Item	Description	Units	Quantity	Unit Price	Total Price
1	Mobilization, Demobilization, Site Preparation, and Clean-up Pay item may be no more than 10% of total bid	LS	1	= \$ 15,000	= \$ 15,000
2	Site Work	LS	1	= \$ 27,000	= \$ 27,000
3	Electrical	LS	1	= \$ 118,500	= \$ 118,500
4	Construction Records and O&M Manuals	LS	1	= \$ 1,250	= \$ 1,250
5	Minor Change	LS	1	= \$ 2,500	= \$ 2,500
SUBTOTAL (Items 1-5)					\$ 161,750
Sales Tax @ 8.1%					\$ 13,101.75
TOTAL AMOUNT BID					\$ 174,851.75

PROPOSAL SIGNATURE FORM

The successful bidder shall execute and furnish the attached (no substitution allowed) performance bond within ten (10) calendar days after the date of award of contract unless a written extension is granted by the Town of Eatonville (Owner).

The Contractor agrees to perform the work required for Substantial Completion within 60 working days and complete all contract work (Physical Completion) including corrections, finish, cleanup, and administration within 80 working days. The count of days begins on the date given in the notice to proceed. Failure to meet the contract timeline may result in liquidated damages of \$1,000 for each working day beyond the number of working days established for Substantial Completion.

The proposal, together with the Agreement, Contract Documents, Standard Specifications, Special Provisions, Addenda, and Plans, when endorsed by the Owner shall become a contract binding on both parties thereto, whereby the Contractor agrees to perform the complete contract work, as specified, and the Owner agrees to make payment to the Contractor, as specified, for said completed and accepted work.

Dated this 22 day of APRIL, 2026.

Contractor MASHELL RIVER CONSTRUCTION INC.

Address 121 WA ave N
Eatonville WA 98328

Telephone 253-310-1509 License No. 605-969-716

By (signature): 

Printed Name and Title: Brayden Mclean owner

Attest: (If Corporation) _____

Witness: (If Individual or Partnership) _____

State Contractor's License No. MASHER C751P2

State Industrial Insurance No.: SS7, 410-00

Employment Security Department No.: 000980773 000

UBI No.: 605-969-716 DUNS No.: _____

State Excise Tax Registration No.: 605-969-716 (UBI)

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder also certifies that per RCW 39.04.350(f) they have either (1) received L&I approved public works and prevailing wage training, or (2) have completed three or more public works projects and have a valid business license in Washington for three or more years.

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

Mashell River construction Inc.

Bidder's Business Name

B

Signature of Authorized Official*

Brayden Moleary

Printed Name

Owner

Title

4-22-26

Date

Eatonville

City

WA

State

Check One: Sole Proprietorship Partnership Joint Venture Corporation

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

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

**If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Bidder / Subcontractor Section 3 Representation Form

Bidder:	MASHELL RIVER CONSTRUCTION INC.
Street Address:	121 WA ave N
Town, Zip Code:	Eatonville WA 98328
Contact Person:	Brayden Mclean
Phone, email:	253-310-1509 · MASHELLRIVERCONSTRUCTION@gmail.com

The bidder represents and certifies as part of its bid that it:

IS NOT a Section 3 business concern.

IS a Section 3 business concern, which, by definition:

- is fifty-one percent (51%) or more owned and controlled by low-or very low income persons*; or
- Over seventy-five percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers**; or
- At least fifty-one percent (51%) is owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.

*To qualify as low or very low income, a person's income must not exceed 80% of the area median income as defined by HUD. The worker's income must be at or below the amount provided below for an individual (household of one) – regardless of actual household size.

Pierce County CDBG Program HUD Income Limits effective June 1, 2025	
Household/Family Size	80% of Area Median Income (AMI)
1	\$67,700

**A Section 3 worker is one who currently fits, or when hired in the past five years fit at least one of the following categories, as documented:

- (i) The worker's income for the previous or annualized calendar year is below the income limits established by HUD.
- (ii) The worker is employed by a Section 3 business concern
- (iii) The worker is a YouthBuild participant

Proposed Section 3 Subcontractors (if applicable):

Subcontractor Name:	Cruver electric
Subcontractor Name:	
Subcontractor Name:	

Lobbying Certification

The Contractor/Subcontractor certifies that, to the best of its knowledge and belief:

No federal appropriate funds have been paid, or will be paid by, or behalf of the contractor/subcontractor, or any of its elected or appointed officials or employees, to any person for influencing, or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employees of a Member 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.

If funds other than federal appropriate 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 federally funded agreement, the contractor/subcontractor shall complete and submit to CONTRACTING AGENCY, a federal Standard Form-LL "Disclosure Form To Report Lobbying" in accordance with its directions

The contractor/subcontractor 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 contractor/subcontractor's 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.

Contractor/Subcontractor: ~~Click here to enter text.~~ Mastell RIVER CONSTRUCTION LLC.

Signature of Authorized Representative:  _____

Typed Name and Title: ~~Click here to enter text.~~ Brayden Mclean owner

Date Signed: ~~Click here to enter text.~~ 4/22/26

Bankruptcy, Lawsuits or Regulatory Actions

As part of its bid package, each bidder will certify that it is, or is not involved in any litigation or regulatory action at time of the bid. If they are, the bidder is required to provide applicable information including the parties involved, dates, places, courts, and a brief synopsis of the details. Failure to provide this information, or failure to provide accurate information, may render the bid non-responsive or give Contracting Agency the right to cancel the contract or apply other legal or administrative remedies.

1. Has the organization (either under this name or other names this organization has done business as) been in any form of bankruptcy at any time during the last seven (7) years? If "yes," please attach a copy of the bankruptcy petition, showing the case name, number, court, initial filing date, applicable Bankruptcy Code (chapters), and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case if no discharge order was issued. If the organization has operated under other names, please list those with the years of operation. ~~Click here to enter text.~~

NO

2. In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the organization (whether or not closed) or is any bankruptcy proceeding pending by or against the organization regardless of the date of filing? ~~Click here to enter text.~~

NO

3. Describe in detail what the organization's long-term plan is to address any potential difficulties the above is having on your ability to complete this project. ~~Click here to enter text.~~

N/A

4. Are there any other regulatory actions, legal actions, and/or potential lawsuits pending against the organization? If so, please describe. ~~Click here to enter text.~~

NO

5. Litigation: Provide the caption, cause number, Court, Counsel, and general summary of any litigation pending, or judgment rendered, within the past three (3) years against the bidder, as applicable. ~~Click here to enter text.~~

N/A

Attachment 1. Schedule of Prices (Revised)

End Revisions for Addendum No. 1

Addendum No. 1 is hereby made a part of these contract documents, and its terms and conditions are fully binding on the planholder and contractor. The contractor shall acknowledge receipt of this Addendum No. 1 by filling in the space provided within the bid forms and attaching it to his/her proposal. Failure to acknowledge this addendum may subject bidder to disqualification.

RH2 ENGINEERING, INC.

Mark Braaksma, PE

Issued April 16, 2026

Received and Acknowledged:

Contractor: MASHell River Construction : INC.

By: Brayden Mclean 

Title: OWNER

Date: 4-22-26


Town of Eatonville

BID PROPOSAL, CONTRACT DOCUMENTS, AND TECHNICAL
SPECIFICATIONS FOR:

Community Center Generator Design

RH2 Project No. EAT 24-0200

Spring 2026

<p>Town of Eatonville 201 Center Street West PO Box 309 Eatonville, WA 98328</p> <p>Phone: (360) 832-3361</p> <p>Contact: Steve McKasson smckasson@eatonville-wa.gov</p>	<p>RH2 Engineering, Inc. 22722 29th Avenue SE, Suite 210 Bothell, WA 98021</p>  <p>Phone: (360) 510-4350</p> <p>Contact: Mark Braaksma, PE mbraaksma@rh2.com</p>
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Town of Eatonville

BID PROPOSAL, CONTRACT DOCUMENTS, AND TECHNICAL
SPECIFICATIONS FOR:

Community Center Generator Design

RH2 Project No. EAT 24-0200

Volume I

Spring 2026

THE CONTENT OF THIS DOCUMENT, AS A MEANS OF PROFESSIONAL SERVICE, IS PROTECTED BY 17 U.S.C. § 101, ET SEQ. AS SUCH, IT SHALL NOT BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT OR PURPOSE WITHOUT WRITTEN AUTHORIZATION FROM RH2 ENGINEERING. © 2024 RH2 ENGINEERING, INC.



Signed:
02/26/2026



Signed:
02/26/2026

TOWN OF EATONVILLE
COMMUNITY CENTER GENERATOR DESIGN
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VOLUME 2 – CONSTRUCTION PLANS

**Town of Eatonville
201 Center Street W
Eatonville, WA 98328**

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the Town of Eatonville for construction of the Community Center Generator Design project. Work to be performed includes: the provision and installation of a generator and Automatic Transfer Switch (ATS). The work includes all equipment, materials, and labor to install the generator and ATS including, generator, ATS, generator equipment pad; main service switchboard; electrical; and surface and building restoration.

Bid proposals will be received only at, 201 Center Street W, Eatonville, WA 98328 by 2:00 P.M. on April 23, 2026, at which time they will be opened, read, and tabulated publicly. Proposals received after the time fixed for opening will not be considered.

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

A voluntary pre-bid walkthrough of the project will be held on Wednesday, April 15, 2026 at 1:00 PM. The walkthrough will meet at the Community Center site (305 Center Street West., Eatonville, WA 98328).

An informational copy of the contract documents is on file for inspection at the Town of Eatonville. Direct questions regarding the contract documents to Mark Braaksma, RH2 Engineering, Inc., (360) 510-4350, mbraaksma@rh2.com.

The Town of Eatonville hereby notifies all bidders that it will affirmatively ensure that in any contract entered into, pursuant to this advertisement, minority and women's business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. The Town of Eatonville is an equal opportunity and affirmative action employer. All work performed on the project will be subject to state prevailing wage rates.

Each bid proposal shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, postal money order, or surety bond in an amount equal to at least 5 percent of the amount of such bid proposal. Make checks payable to the Town of Eatonville. Should the successful bidder fail to enter into such contract and furnish satisfactory performance and payment bond within the time stated in the Specifications, the bid proposal deposit shall be forfeited to the Town of Eatonville.

The Town of Eatonville reserves the right to reject any or all bids and to waive irregularities in the bid or the bidding. No bidder may withdraw their proposal after the hours set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding 60 calendar days.

This project is funded with Community Development Block Grant (CDBG) funding. CDBG requirements and provisions must be met by the general contractors and all of the subcontractors. Wage determination included in **Appendix A**. This project is subject to Section 3 of the Housing and Urban Development Act of 1968. Section 3 contractors are encouraged to submit bids.

PUBLISHED:

Publish Dates: April 8, 2026, April 15, 2026, April 22, 2026

INFORMATION TO BIDDERS

BIDDING CHECKLIST

Bidders must bid on all items contained in the Proposal. The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid.

Please make sure you have accomplished the following:

- Has bid bond or certified check been enclosed with your bid?
- Is the amount of the bid guaranty at least 5 percent of the total amount of the bid?
- Has the Proposal been properly filled out and signed?
- Have you bid on ALL ITEMS and ALL SCHEDULES?
- Have you acknowledged receipt of addenda on the Proposal?
- Have you signed and included the Non-Collusion Declaration?
- Have you filled out the Qualifications form(s)?
- Have you signed and included the Certification of Compliance with Wage Payment Statutes?
- Have you clearly provided the project name on the outside of your sealed envelope?
- Have you filled out the Contractor's & Subcontractor's Combined Certification Form?
- Have you filled out the Bidder / Subcontractor Section 3 Representation Form?
- Have you filled out the Lobbying Certification form?
- Have you filled out the Bankruptcy, Lawsuits or Regulatory Actions form?

INFORMATION TO BIDDERS

RECEIPT AND OPENING OF BIDS

Town of Eatonville (herein after called the Owner) invites bids on the forms attached hereto. Bids will be received by the Owner at the location and until the time indicated in the advertisement for bids. The envelopes containing the bids must be sealed and shall be clearly marked as follows:

ATTENTION: Eric Phillips
SEALED BID – DO NOT OPEN
Town of Eatonville – Community Center Generator Design

PREPARATION OF THE PROPOSAL

Refer to Section 1-02.6 of the Standard Specifications and Special Provisions, the General Conditions, Division 1 of the Technical Specifications for requirements in completing the proposal. Make sure your bid proposal is complete.

ADDENDA AND INTERPRETATIONS

Address questions to:

Mark Braaksma, PE
RH2 Engineering, Inc.
Phone: (360) 510-4350
Email: mbraaksma@rh2.com

Provide requests for interpretations by email or hard copy. Such requests received by RH2 later than 3 working days prior to the bid opening date may not receive a response. For email inquiries, follow-up by the bidder is recommended. RH2 takes no responsibility for emails that are not received for any reason. Interpretations and supplemental instructions will be in the form of written addenda which, if issued, will be sent out via hard copy (mail) or by email to all prospective bidders (at the respective addresses furnished for such proposal) posted only on BXWA.com. Failure of any bidder to receive any addendum will not relieve the bidder from any obligation of the contract. All addenda issued shall become part of the contract documents. No oral statements by Owner, RH2, or other representative of Owner shall, in any way, modify the contract documents or be binding on the Owner.

PERMITS AND LICENSES

The Contractor will be required to obtain any permits and licenses required by laws of the state and federal government necessary to perform the work under this contract, unless specifically identified otherwise in the contract documents. All costs related to the acquisition of permits and licenses shall be paid by the Contractor and shall be incidental to the bid items of this contract.

EQUAL EMPLOYMENT OPPORTUNITY

Owner is an Equal Opportunity and Affirmative Action Employer. Owner will comply with all federal and state Equal Employment Opportunity regulations where relevant or applicable, to the end that no person shall on the grounds of race, color, creed, age, sex, or marital status, sensory, mental or physical handicap or national origin, be excluded from participation in; be deprived of the benefits of; or be otherwise subjected to discrimination.

AWARD OF CONTRACT

Award will be made to a responsible Bidder with the lowest responsive Bid. Award of the contract is contingent on the qualifications and experience of the bidder and specific subcontractors. See the *Bidder's Qualification* and *Subcontractor's Qualifications* forms. The right is reserved by Owner to waive any informalities in the bidding, to reject any or all proposals, to accept any proposal, to re-advertise for new proposals, or to otherwise carry out the work.

All information required of the bidder in this contract and included in the Bid Forms section must be provided with the submitted bid at the time of bid opening, with the exception of the items listed below:

1. Subcontractor's information required under RCW 39.30.060, which may be submitted within the timeframe identified in the RCW. See the *Subcontractor List* form in the *Bid Forms* section.
2. List of similar project experience (see *Bidders Qualification Certificate*) must be received within 3 working days after bid opening.

Failure to provide the information requested in the qualifications or above items 1 through 2 compliant with the specifications may be cause for rejection of the entire bid. Should the Owner notify the bidder that they are considered non-responsive due to this requirement, the bidder will have 3 working days after such notification to provide supplemental information for review showing compliance. Any such supplemental information will not be cause for modifying any portion of the contract, the price, or schedule. If the Owner's subsequent determination is non-compliance, the bidder will have 2 working days to appeal, after which the Owner may award to the next responsive bidder regardless of the content of the appeal.

PRE-BID WALKTHROUGH

A voluntary pre-bid walkthrough of the project will be held on the date, time, and location described in the Advertisement for Bids. Verbal information provided by the Owner or Engineer at the walkthrough that differ from information provided in these contract documents will be formalized by bid addendum if such information is determined to be accurate and necessary. If such verbal information is not formalized by bid addendum, then it is not binding on the Owner.

BID FORMS

Town of Eatonville

NON-COLLUSION DECLARATION

State of Washington)
) ss.
County of Pierce)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to Town of Eatonville for consideration in the award of a contract on the improvement described as follows:

Community Center Generator Design

(Name of Firm)

By: _____
(Authorized Signature)

Title:

Sworn to before me this _____ day of _____, 20_____.

Notary Public

Corporate Seal:

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications (attach additional pages if desired):

1. Name and Address

2. State of Washington Registration Number and expiration _____

3. Number of years in contracting business under present firm name _____

4. Particular types of construction work performed by your company:

5. Contractor must show experience as prime contractor for at least two (2) emergency generator projects which have been completed by the contractor within the last 5 years. Projects listed must have similar and relevant physical components to those of this project. The Owner has absolute final determination if the Contractor's experience is relevant or similar. List experience below or attach separate sheets.

	Project Name	Year Installed	Amount	Owner	Owner Contact Name	Contact Phone Number
1.						
2.						
3.						

6. Gross amount of contracts now in hand:

7. Bank reference(s):

By (Authorized Signature): _____

Title _____

Contractor's & Subcontractor's Combined Certification

(Required Information, MBE/WBE, EEO, Labor Standards, Debarment, Litigation/Regulatory Action)

State of Washington, Pierce County

Project Name:

Contractor/Subcontractor:

Mailing Address:

Email Address:

Phone:

IRS Identification No. :

Contractor's License No.:

Washington Employment Security Department Number:

SAM.Gov Unique Entity ID (UEI) No.:

This firm is (select one: sole proprietorship, partnership, corporation, other):

Union Affiliation (select one: non-union, union):

List all owners, partners or officers of this firm:

Name	Title	Address	Code
* Racial/Ethnic Codes:	1 = White Americans 2 = Black Americans 3 = Native Americans 4 = Hispanic Americans 5 = Asian/Pacific Americans 6 = Hasidic Jews		

List other construction business(es) in which this firm has a substantial interest:

Name	Address	Type of Business

The following person(s) may sign certified payroll reports for this firm:

(sample signature)

Typed Name and Title:

(sample signature)

Typed Name and Title:

This firm deducts from employee wages, benefits for authorized programs specified in attached Form 4010 Section A. 1. (i) Minimum Wages, as follows:

Benefit	Agency To Whom Paid

This firm deducts benefits from employee wages for programs which are not authorized under in attached Form 4010 Section A. 1. (i) Minimum Wages, (and which require approval):

Benefit	Agency To Whom Paid

--	--

The undersigned, having executed a contract with Contracting Agency (or with a Subrecipient, contractor or subcontractor of Contracting Agency for the construction of the public works project described above), acknowledges that:

1. The MBE/WBE and EEO and State prevailing wage provisions are included in the specifications of the contract and that the undersigned is obligated to comply with those requirements; and, that
2. The correction of any infraction of those requirements by the contractor, subcontractor, or any lower tier subcontractor is the responsibility of the prime contractor.

The undersigned further acknowledges and certifies that:

1. Neither he/she, nor any firm, partnership or association in which he/she has a substantial financial interest, is debarred from contracting with the federal government, the State of Washington or Contracting Agency or is in any other way prevented from carrying out the provisions of this public works contract;
2. No part of this project has been or will be subcontracted to any subcontractor (or any tier) who is debarred from contracting with the federal government, the State of Washington or is in any other way prevented from carrying out the provisions of this public works contract; and
3. The undersigned certifies that (Check one):

It is, or It is *not*

involved in any litigation or regulatory action at time of the bid. If they are, the bidder is required to provide applicable information including the parties involved, dates, places, courts, and a brief synopsis of the details attached to this form. Failure to provide this information, or failure to provide accurate information, may render the bid non-responsive or give Contracting Agency the right to cancel the contract or apply other legal or administrative remedies.

4. He/she promises to forward to Contracting Agency within 15 calendar days following execution, a copy of all subcontract agreements entered into on this project.

Contractor/Subcontractor: Click here to enter text.

Signature of Authorized Representative: _____

Typed Name and Title: Click here to enter text.

Date Signed: Click here to enter text.

BID BOND FORM

Herewith find deposit in the form of a certified check, cashier's check, or cash in the amount of \$ _____ which is not less than five percent (5%) of the total bid.

Sign Here: _____

BID BOND

Know all men by these presents, that we _____ as Principal and _____ as Surety, are held and firmly bound unto the Town of Eatonville, Washington, as obligee in the penal sum of _____ dollars, for the payment of which the principal and the surety binds themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of the obligation is such that if the obligee shall make any award to the principal for _____, 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 award and shall give bond for faithful performance thereof, with surety or sureties approved by the obligee; or if the principal shall, in case of failure to do so, pay and forfeit to the obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the surety shall forthwith pay and forfeit to the obligee, as penalty and liquidated damages the amount of this bond.

Signed, sealed, and dated this _____ day of _____, 20_____.

Principal _____

Surety _____

Return of deposit in the amount of \$ _____

Date _____

By _____

PROPOSAL

Contractor: _____

City: _____, Washington

Date: _____, 20____

The Town Council

Town of Eatonville
201 Center Street W
Eatonville, WA 98328

Pursuant to and in compliance with your invitation for bids and all other documents relating thereto, the undersigned bidder, having familiarized themselves with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, proposes and agrees to perform, within the time stipulated, the contract, if this project is accepted, including all its component parts and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment, an all utility and transportation services necessary to perform the contract, complete, in a workmanlike manner, of all the work covered by the contract in connection with the project, designated as Community Center Generator Design all as required by and in strict conformance with the Specifications and Contract Plans for the following unit prices.

Note: Unit prices of all items, all extensions, and total amount of bid must be shown.

Acknowledgement of Receipt of Addenda:

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

No. _____ Date _____ Initials _____

SCHEDULE OF PRICES

Schedule A					
Item	Description	Units	Quantity	Unit Price	Total Price
1	Mobilization, Demobilization, Site Preparation, and Clean-up Pay item may be no more than 10% of total bid	LS	1	= \$ _____	= \$ _____
2	Site Work	LS	1	= \$ _____	= \$ _____
3	Electrical	LS	1	= \$ _____	= \$ _____
4	Construction Records and O&M Manuals	LS	1	= \$ _____	= \$ _____
5	Minor Change	LS	1	= \$ 25,000	= \$ 25,000
				SUBTOTAL (Items 1-5)	\$ _____
				Sales Tax @ 8.1%	\$ _____
				TOTAL AMOUNT BID	\$ _____

PROPOSAL SIGNATURE FORM

The successful bidder shall execute and furnish the attached (no substitution allowed) performance bond within ten (10) calendar days after the date of award of contract unless a written extension is granted by the Town of Eatonville (Owner).

The Contractor agrees to perform the work required for Substantial Completion within 60 working days and complete all contract work (Physical Completion) including corrections, finish, cleanup, and administration within 80 working days. The count of days begins on the date given in the notice to proceed. Failure to meet the contract timeline may result in liquidated damages of \$1,000 for each working day beyond the number of working days established for Substantial Completion.

The proposal, together with the Agreement, Contract Documents, Standard Specifications, Special Provisions, Addenda, and Plans, when endorsed by the Owner shall become a contract binding on both parties thereto, whereby the Contractor agrees to perform the complete contract work, as specified, and the Owner agrees to make payment to the Contractor, as specified, for said completed and accepted work.

Dated this _____ day of _____, 20_____.

Contractor _____

Address _____

Telephone _____ License No. _____

By (signature): _____

Printed Name and Title: _____

Attest: (If Corporation) _____

Witness: (If Individual or Partnership) _____

State Contractor's License No. _____

State Industrial Insurance No.: _____

Employment Security Department No.: _____

UBI No.: _____ DUNS No.: _____

State Excise Tax Registration No.: _____

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder also certifies that per RCW 39.04.350(f) they have either (1) received L&I approved public works and prevailing wage training, or (2) have completed three or more public works projects and have a valid business license in Washington for three or more years.

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

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One: Sole Proprietorship Partnership Joint Venture Corporation

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

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

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Bidder / Subcontractor Section 3 Representation Form

Bidder:	
Street Address:	
Town, Zip Code:	
Contact Person:	
Phone, email:	

The bidder represents and certifies as part of its bid that it:

IS NOT a Section 3 business concern.

IS a Section 3 business concern, which, by definition:

- is fifty-one percent (51%) or more owned and controlled by low-or very low income persons*; or
- Over seventy-five percent (75%) of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers**; or
- At least fifty-one percent (51%) is owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.

*To qualify as low or very low income, a person’s income must not exceed 80% of the area median income as defined by HUD. The worker’s income must be at or below the amount provided below for an individual (household of one) – regardless of actual household size.

Pierce County CDBG Program HUD Income Limits effective June 1, 2025	
Household/Family Size	80% of Area Median Income (AMI)
1	\$67,700

**A Section 3 worker is one who currently fits, or when hired in the past five years fit at least one of the following categories, as documented:

- (i) The worker’s income for the previous or annualized calendar year is below the income limits established by HUD.
- (ii) The worker is employed by a Section 3 business concern
- (iii) The worker is a YouthBuild participant

Proposed Section 3 Subcontractors (if applicable):

Subcontractor Name:	
Subcontractor Name:	
Subcontractor Name:	

Lobbying Certification

The Contractor/Subcontractor certifies that, to the best of its knowledge and belief:

No federal appropriate funds have been paid, or will be paid by, or behalf of the contractor/subcontractor, or any of its elected or appointed officials or employees, to any person for influencing, or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employees of a Member 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.

If funds other than federal appropriate 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 federally funded agreement, the contractor/subcontractor shall complete and submit to CONTRACTING AGENCY, a federal Standard Form-LL "Disclosure Form To Report Lobbying" in accordance with its directions

The contractor/subcontractor 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 contractor/subcontractor's 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.

Contractor/Subcontractor: Click here to enter text.

Signature of Authorized Representative: _____

Typed Name and Title: Click here to enter text.

Date Signed: Click here to enter text.

Bankruptcy, Lawsuits or Regulatory Actions

As part of its bid package, each bidder will certify that it is, or is not involved in any litigation or regulatory action at time of the bid. If they are, the bidder is required to provide applicable information including the parties involved, dates, places, courts, and a brief synopsis of the details. Failure to provide this information, or failure to provide accurate information, may render the bid non-responsive or give Contracting Agency the right to cancel the contract or apply other legal or administrative remedies.

- 1.** Has the organization (either under this name or other names this organization has done business as) been in any form of bankruptcy at any time during the last seven (7) years? If “yes,” please attach a copy of the bankruptcy petition, showing the case name, number, court, initial filing date, applicable Bankruptcy Code (chapters), and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case if no discharge order was issued. If the organization has operated under other names, please list those with the years of operation. *Click here to enter text.*

- 2.** In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the organization (whether or not closed) or is any bankruptcy proceeding pending by or against the organization regardless of the date of filing? *Click here to enter text.*

- 3.** Describe in detail what the organization’s long-term plan is to address any potential difficulties the above is having on your ability to complete this project. *Click here to enter text.*

- 4.** Are there any other regulatory actions, legal actions, and/or potential lawsuits pending against the organization? If so, please describe. *Click here to enter text.*

- 5.** Litigation: Provide the caption, cause number, Court, Counsel, and general summary of any litigation pending, or judgment rendered, within the past three (3) years against the bidder, as applicable. *Click here to enter text.*

CONTRACT FORMS

AGREEMENT

State of Washington)
) SS
County of Pierce)

THIS AGREEMENT AND CONTRACT, made and entered into at ** _____ ** Washington, this ____ day of _____, 20____, by and between Town of Eatonville, Washington, a municipal corporation, hereinafter designated as the "Owner," and _____ hereinafter designated as the "Contractor,"

WITNESSETH:

That WHEREAS the Owner has heretofore caused to be prepared certain Plans and Specifications described as the Community Center Generator Design and the Contractor did on _____ day of _____, 20____, file with the Owner a proposal to construct said work and agreed to accept as payment therefore the sum fully stated and set forth in the proposal, and

WHEREAS, the said Contract Documents fully and accurately described the terms and conditions upon which the Contractor proposes to furnish said equipment, labor, materials, and appurtenances and perform said work, together with the manner and time of furnishing same;

IT IS THEREFORE AGREED, first, that a copy of said Contract Documents filed with the Owner, as aforesaid, do, in all particulars, become a part of the Agreement and Contract by and between the parties hereto in all matters and things therein set forth and described; and further, that the Owner and the Contractor hereby accept and agree to the terms and conditions of said Contract Documents as filed as completely as if said terms and conditions and plans were herein set out in full.

IN FAITH WHEREOF, witness the hands and seals of both parties hereto on the day and year in this Agreement first above written.

Contractor _____

By Printed Name: _____ Title: _____

Signature _____

Attest (If Corporation) _____ Witness (If Individual or Partnership) _____

Owner Town of Eatonville _____

By Printed name: _____ Title: _____

Signature _____

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT whereas Town of Eatonville (Owner), Washington a municipal corporation has awarded to:

(Contractor)

hereinafter designated as the "Principal" a contract for work items, which contract consists of the Proposal/Agreement, together with the Contract Documents, Specifications, Addenda and Plans, all as hereto attached and made a part hereof, and more particularly described as:

Community Center Generator Design

and whereas said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the Principal and _____, a corporation, organized and existing under and by virtue of the laws of the State of Washington, and duly authorized to do business in the State of Washington as surety, are firmly bound unto the Owner in the sum of _____ dollars (\$_____), the total Contract Amount, subject to the provisions herein, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said contract, and shall faithfully perform all the provisions of such contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified; and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work on his or their parts; and shall indemnify and save harmless the Owner's Engineer, its officers and agents, from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal, or any subcontractor, in the performance of said contract or any modifications thereof; and shall further indemnify and save harmless the Owner, its officers and agents, from any damage or expense by reason of failure of performance as required by said contract, or any modifications thereof, or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of 1 year after acceptance thereof by the Owner, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alternations or additions to the terms of the Contract or the work or to the Specifications. This Bond is provided pursuant to and shall be construed in accordance with Ch. 39.08 RCW.

IN WITNESS THEREOF, the said Principal and the said surety caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this _____ day of _____, 20__.

Principal
By _____
Title _____

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

CORPORATE SEAL

By _____
Title _____

APPROVED AS TO FORM

Surety _____
By _____ By _____
(Attorney for _____)

Address of local office and agent of Surety Company is:

CERTIFICATE OF INSURANCE

Include ACORD Form 25 indicating coverages as required in 1-07.18 of the Standard Specifications and Special Provisions are met as a minimum. Other forms may be submitted for the Owner to review. This following form may be used in lieu of the ACORD form or as a supplement. Both are not required.

This certifies to the Town of Eatonville that the following described policies have been issued to the Insured named below and are in force at this time:

Insured _____

Address _____

Commercial General Liability

1. Insurance Company _____
Policy Number _____
2. Policy Term: From _____ To _____
Effective Date _____
3. Named Insured _____
4. Address of Named Insured _____
5. Limit of Liability Any One Occurrence/Aggregate: \$ _____
6. Deductible of Self-Insured Retention (Nil unless otherwise specified) _____

Automotive Liability

1. Insurance Company _____
Policy Number _____
2. Policy Term: From _____ To _____
Effective Date _____
3. Named Insured _____
4. Address of Named Insured _____
5. Limit of Liability Any One Occurrence/Aggregate: \$ _____
6. Deductible of Self-Insured Retention (Nil unless otherwise specified) _____

Worker's Compensation and Employer's Liability:

1. Insurance Company _____
Policy Number _____
2. Policy Term: From _____ To _____
Effective Date _____
3. Named Insured _____
4. Address of Named Insured _____
5. Limit of Liability Any One Occurrence/Aggregate: \$ _____
6. Deductible of Self-Insured Retention (Nil unless otherwise specified) _____

Builder's Risk

1. Insurance Company _____
Policy Number _____
2. Policy Term: From _____ To _____
Effective Date _____
3. Named Insured _____
4. Address of Named Insured _____
5. Limit of Liability Any One Occurrence/Aggregate: \$ _____
6. Deductible of Self-Insured Retention (Nil unless otherwise specified) _____

Pollution Liability

1. Insurance Company _____
Policy Number _____
2. Policy Term: From _____ To _____
Effective Date _____
3. Named Insured _____
4. Address of Named Insured _____
5. Limit of Liability Any One Occurrence/Aggregate: \$ _____
6. Deductible of Self-Insured Retention (Nil unless otherwise specified) _____

Other:

1. Insurance Company _____
Policy Number _____
2. Policy Term: From _____ To _____
Effective Date _____
3. Named Insured _____
4. Address of Named Insured _____
5. Limit of Liability Any One Occurrence/Aggregate: \$ _____
6. Deductible of Self-Insured Retention (Nil unless otherwise specified) _____

LIABILITY ENDORSEMENT

These conditions apply to Commercial General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, Builder's Risk, and Pollution Liability policies. Fill in the Policy Information and Signature sections if the information is not already provided on the ACORD or Certificate of Insurance forms.

Policy Amendments

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** Owner, its elected or appointed officials, employees or volunteers are included as insureds with regard to damages and defense of claims arising from (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects (a) work performed by the Named Insured for or on behalf of Owner, or (b) products sold by the Named Insured to Owner; or (c) premises leased by the Named Insured from Owner, the insurance afforded by this policy shall be primary insurance respects Owner, its elected or appointed officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named insureds scheduled underlying primary coverage. In either event, any other insurance maintained by Owner, its elected or appointed officials, employees or volunteers shall be excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This policy: (1) if primary, affords coverage at least as broad as Insurance Services Office form number GL 0001, Comprehensive General Liability Insurance and (2) if excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1). This policy requires Insurance Service Office Form CA 0001 or equivalent covering Automotive Liability, Symbol 1 (any auto).
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting of the policy shall not affect coverage provided to Owner, its elected or appointed officials, employees or volunteers.
6. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after forty-five (45) days prior written notice by Certified Mail Return Receipt requested has been given to Owner. Such notice shall be addressed as shown in the heading of this endorsement.

Signature of Insurer or Authorized Representative of the Insurer

I, _____ (print/type), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Signature of _____

Authorized Representative (original signature required on endorsement furnished to the Owner)

Organization _____

Title _____

Address _____

Telephone _____

TAX IDENTIFICATION NUMBER

You may also use the online form available at the IRS website. Print and submit to the Owner.

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>		
<p>2 Business name/disregarded entity name, if different from above</p>		
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>	
<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>	
<p>6 City, state, and ZIP code</p>		
<p>7 List account number(s) here (optional)</p>		
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>		
		<p>Social security number</p> <p>____ - ____ - _____</p> <p>OR</p> <p>Employer identification number</p> <p>____ - _____</p>
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>		
<p>Sign Here</p>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"> Form 1099-INT (interest earned or paid) Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>		
<p>Cat. No. 10231X</p>		<p>Form W-9 (Rev. 10-2018)</p>

PREVAILING WAGES

A wage determination has been made. It is attached as Appendix A.

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Scope

These are general conditions to the contract.

2. Definitions

The following terms as used in this Contract shall be defined and interpreted as follows:

- 2.1. "Approximate": Generally as shown or described, but has not been verified, or may require adjustment. No level of accuracy is implied or should be assumed.
- 2.2. "Conflict of provisions": In the event of any conflict between any provision or requirement of the component parts of this Contract, the component part having the highest order of sequence, as established in paragraph B, shall govern.
- 2.3. "Contract" or "this Contract": The particular contract executed by Contractor and Owner, of which these General Conditions are integral parts.
- 2.4. "Contract Documents": Contract Documents shall consist of the following, and in case of conflicting provisions, the first mentioned shall have precedence:
 - Change Orders, Supplemental Drawings, or Instructions after the agreement is signed
 - Addenda
 - Agreement
 - Instructions to Bidders
 - Technical Specifications
 - Plans
 - Owner's Standard Details (See also section 05 of these General Conditions)
 - General Conditions
 - Performance and Payment Bond
- 2.5. "Contract price": Either the unit price, the unit prices, or lump sum price or prices named in the proposal, or in properly executed change orders.
- 2.6. "Contractor": The person, partnership, firm, or corporation contracting to do the work under these Contract Documents. Term shall also include Contractor's agents, employees, and subcontractors. Legal address is shown in the proposal.
- 2.7. "Contractor's equipment": All items of materials or equipment remaining in Contractor's ownership and removed from the site upon completion of the project.
- 2.8. "Engineer": The Owner's Engineer or duly authorized assistants, which includes chief Engineer and project Engineer and/or inspectors, acting as agents for the Owner in the administration of this Contract, for the benefit of Owner in accordance with Contract Documents.
- 2.9. "Equipment": The machinery, accessories, appurtenances, and manufactured articles to be furnished and/or installed under the Contract.
- 2.10. "Final Acceptance": When the contract work is complete and the Owner has full use and benefit of the facilities, and all minor incidental work including replacement of temporary substitute facilities, correction

GENERAL CONDITIONS

or repair and all punch list items are complete to the satisfaction of the Owner, the Owner may determine Final Acceptance of the contract work. The Owner may notify the Contractor in writing of the Final Acceptance date.

- 2.11. "Item": A convenient subdivision of work under these Specifications, as herein separately described.
- 2.12. "Lowest Responsive (or Responsible) Bidder": In addition to price, the Owner shall determine the lowest responsive bidder taking into consideration factors such as:
- 2.12.1. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - 2.12.2. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - 2.12.3. Whether the bidder can perform the contract within the time specified;
 - 2.12.4. The quality of performance of previous contracts or services;
 - 2.12.5. The previous and existing compliance by the bidder with laws relating to the contract or services;
 - 2.12.6. Such other information as may be secured having a bearing on the decision to award the contract.
- 2.13. "Major contract (bid) item": Any item whose contract price exceeds 10% of the total contract price, as determined by original proposed quantities and unit contract prices.
- 2.14. "Material(s)": Machinery, manufactured articles, materials of construction (fabricated or otherwise) and any other classes of material to be furnished in connection with the Contract.
- 2.15. "Owner": The entity that is a part of this Contract, contracting under the official name set forth in the agreement.
- 2.16. "Or equal": Any manufactured article, material, method, or work which, in the opinion of Owner, is equally desirable or suitable for the purposes intended in these Specifications and Contract, as compared with similar articles specifically mentioned herein.
- 2.17. "Plans": All official drawings or reproductions of drawings made or to be made pertaining to the work provided for in the Contract, or to any structure connected therewith.
- 2.18. "Points": Marks, benchmarks, reference points, stakes, hub, tacks, etc., established by Engineer for maintaining horizontal and vertical control of the work.
- 2.19. "Project": The structure or improvement to be constructed in whole or in part through the performance of the Contract.
- 2.20. "Proposal": The approved proposal form upon which the bidder is to submit, or has submitted, their proposal or bid for performing the work contemplated.
- 2.21. "Proposed": The word refers to work that is part of the contract, to be performed by the Contractor. The word "proposed" does not need to show up to indicate work by the Contractor. Unless work is specifically noted to be performed by others, all work is to be performed by the Contractor.
- 2.22. "Reference Specifications": The Technical Specifications of other agencies incorporated or referred to herein.
- 2.23. "Specifications": The prescribed directions, requirements, explanations, terms, and provisions pertaining to the various features of the work to be done, or manner and method of performance, and the manner and method of measurements and payments. They also include directions, requirements, and explanations as set forth on the Plans.
- 2.24. "Standard Specifications": The Standard Specifications for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation, most current version at the time of the bid advertisement unless a different version is explicitly noted.

- 2.25. "Substantial Completion": When the contract work has progressed to the extent that the Owner has full use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract, the Engineer may determine the contract work is substantially complete. The Engineer will notify the Contractor in writing of the substantial completion date.
- 2.26. "Supplemental drawings and instructions" All details or drawings prepared and issued by the Owner subsequent to the signing of the Contract, providing further explanation or amplifications of the Contract Drawings, or for the revision of the same, all as herein provided. The Owner may furnish, at their sole discretion, upon written request of Contractor, with reasonable promptness, additional instructions by means of drawings or documents necessary, in the opinion of the Engineer, for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents.
- 2.27. "Surety": Any firm or corporation executing a surety bond or bonds payable to Owner, securing the performance of the Contract either in whole or in part.
- 2.28. "Technical Specifications": Those specifications discussing work and products. The terms Special Provisions and Supplemental Provisions are equivalent when discussing similar work.
- 2.29. "Time limits": All time limits stated in Contract Documents are of the essence of the Contract.
- 2.30. "Work": All efforts necessary to procure, purchase, manufacture, and deliver the machinery, equipment and material and/or the furnishings of all labor, tools, materials, equipment, construction equipment, working drawings where required, and other necessities for the implementation, construction, or erection of the improvements shown and called for in the Plans, Specifications, and Contract, and the act of constructing or erecting said improvements complete.
- 2.31. "Working Days": Every day will be counted as a working day unless it is a nonworking day or an Owner determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the contract specifically suspends work, or one of the following holidays:
- January 1
 - Third Monday of January
 - Third Monday of February
 - Memorial Day
 - June 19
 - July 4
 - Labor Day
 - November 11
 - Thanksgiving Day and the day after Thanksgiving
 - Christmas Eve and Christmas Day

If any of these holidays fall on a Saturday, the preceding Friday shall be a nonworking day. If any of the holidays fall on a Sunday, the following Monday shall be a nonworking day.

The days between December 25 and January 1 will be classified nonworking days, provided that the Contractor actually suspends work on the project.

An unworkable day is defined as a partial or whole day the Owner declares to be unworkable because of weather, conditions caused by the weather, or such other conditions beyond the control of the Contractor that prevents satisfactory and timely performance of the work, and such performance, if not hindered,

would have otherwise progressed toward physical completion of the work. Unless the contract specifically states elsewhere that weather conditions will not affect the number or working days, or that an allowance for weather conditions is already provided in the number of working days.

- 2.32. "Words and phrases": Whenever the words, "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that the direction, requirements or permission of Owner is intended. Words "sufficient", "necessary", "proper", and the like shall mean sufficient, necessary, or proper in the judgment of the Owner. Words "approved", "acceptable", "satisfactory", or words of like importance shall mean approved by, or acceptable to, the Owner.

3. Abbreviations

Whenever the following abbreviations are used on the Plans, Specifications, Proposals and Contracts, they shall be construed to mean the words and terms as listed below:

- A, ac acre
- AC asbestos cement or acre
- AF acre-feet
- ADJ adjust
- AIA American Institute of Architects
- AISC American Institute of Steel Construction
- AITC American Institute of Timber Construction
- ANSI American National Standard Institute
- Asp. Pav. asphalt pavement
- Asp. Conc. Pav. (ACP) asphalt concrete pavement
- ASTM American Society for Testing and Materials
- ATB asphalt treated base
- ave avenue
- AWS American Welding Society
- AWWA American Water Works Association
- bk book
- blvd boulevard
- bo blow off
- cb catch basin
- cb. Inlet curb inlet
- ci cast iron
- cip cast iron pipe
- civb cast iron valve box
- cl centerline
- cmp corrugated metal pipe
- cmu concrete masonry unit
- conc. concrete
- conc. cb. concrete curb

- conc. pav. concrete pavement
- conc. ret. wall concrete retaining wall
- conc. sew. concrete sewer
- cond. conduit
- conn connect
- cr cross
- ctb cement treated base
- c to c center to center
- cu cubic
- ddwsp double dipped and wrapped steel pipe
- DFPA Douglas Fir Plywood Association
- dw drive or driveway
- e east
- elev. elevation
- ex, exist. existing
- exc excavation
- fbm foot board measure
- fh fire hydrant
- fl flange
- ft, ft² (sf, ft²), ft³ (cf, ft³) foot, square feet, cubic feet
- ga gauge
- gip, gi galvanized iron pipe
- gpad gallons per acre day
- gph gallons per hour
- gpm gallons per minute
- g stl p galvanized steel pipe
- gv gate valve
- hyd hydrant
- hyd ext hydrant extension
- id, dia inside diameter
- in, in² (in²), in³ (in³) inch, square inch, cubic inch
- inl inlet
- l length
- lbs pounds
- lf lineal feet
- LTF length to fit
- max maximum
- mb mail box

- mc monument case
- min minimum
- mgd million gallons per day
- mh manhole, maintenance hole
- mj mechanical joint
- n north
- nic not in contract
- no. number
- nrs non rising stem
- od outside diameter
- pav pavement
- pc point of curvature
- pjf premolded joint filler
- pjm premolded expansion joint material
- pl property line
- pl place
- plk planking
- pos position
- pp power pole
- pri primary
- prop proposed
- psf pounds per square foot
- psi pounds per square inch
- pt point of tangency
- r, rad radius
- rc reinforced concrete
- rcp reinforced concrete pipe
- rem remove
- repl replace
- rs rising stem, resilient seat
- s south, sewer
- sd storm drain
- sec secondary
- sp special
- sq square
- ss side sewer or sanitary sewer
- SSPC Steel Structure Painting Council
- std standard

- temp temporary
- trans, xfrmr transformer
- USAS U.S.A. Standards
- vc vertical curve
- v ch valve chamber
- vg vertical grain
- w west or water main
- wm water meter
- APWA American Public Works Association
- WSDOT Washington State Department of Transportation
- wsp wood stave pipe
- yd yard

4. Contract Award, Execution, Correlation, and Intent of Documents

- 4.1. Contract will not be awarded until the Owner is satisfied that successful bidder is reasonably familiar with the class of work contemplated and has the necessary capital, tools, and experience to satisfactorily perform the work within the time stated. Completion of the work within the time stated is essential and prior commitments of the bidder, failure to complete other work on time, or reasonable doubt as to whether the bidder would complete the work on time may be cause for the rejection of any bid. In addition, the Owner may determine any bidder not to be responsible in accordance with RCW 39.04.350 and/or any other legal authority. The right is reserved by Owner to waive any informalities in the bidding, to reject any or all proposals, to accept any proposal, to re-advertise for new proposals, or to otherwise carry out the work.
- 4.2. If the successful bidder fails to furnish an approved bond and sign the contract within ten (10) days after notification of award, an amount equal to five (5) percent of the amount of the bid shall be forfeited to Owner as liquidated damages. Said liquidated damages shall be paid from the check or bid bond filed by the bidder. Other proposals will then be reconsidered for award by the Owner.
- 4.3. Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all. Intention of the documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the work except where specifically excepted. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.
- 4.4. It is intended that work not covered under any heading, section, branch, class, or trade of the Specifications shall be supplied if it is shown on the drawings or is reasonably inferable as being necessary to produce the intended results. Minor items of work or material omitted from the original Plans or Specifications, but clearly inferable from the information presented and which are called for by accepted good practice shall be provided and/or performed by Contractor as part of their original cost.
- 4.5. Where Contract Documents refer to referenced Specifications, such specifications shall be applicable to technical provisions only, unless otherwise designed.

5. Plans and Specifications - Omissions and Discrepancies

Upon receipt of award of Contract, Contractor shall carefully study and compare all Plans, Specifications and other instructions, and shall, prior to ordering material or performing work, report in writing to Engineer any error, inconsistency, or omission in respect to design, mode of construction or cost which they may discover. If the Contractor, in the course of this study or in the accomplishment of the work, finds any discrepancy between the drawings and the physical condition of the locality as represented in the drawings, or any such errors or omissions in

respect to design, mode of construction or cost in drawings or in the layout given by points and instructions, it shall be their duty to inform Engineer immediately in writing and Engineer shall promptly check the same. Any work done after such discovery, until correction of drawings or authorization of extra work is given, if Engineer finds that extra work is involved, will be done at the Contractor's risk. If extra work is involved, the procedure shall be as provided in changes in the work.

The Owner's standard construction plans and details are incorporated into the contract documents by reference, whether physically included in the contract set or not. It is the bidder's responsibility to contact the Owner to obtain a set of standard details. Order of precedence is identified in Section 02 of these General Conditions.

6. Examination of Site of Work

Before submitting their bid, the bidder shall examine the site of the work and ascertain for themselves all the physical conditions in relation thereto. Failure to do this shall not relieve the bidder from entering into a contract nor excuse them from performing the work in strict accordance with the terms of the Contract and Specifications. The bidder will not be entitled to additional compensation if they subsequently find the conditions to require other methods or equipment that they did not anticipate when making their proposal.

Any statement or representation made by an officer, agent, or employee of Owner with respect to the physical conditions pertaining to the site of the work shall not be binding upon Owner.

7. Status of Engineer

- 7.1. Engineer shall act as advisor and consultant to represent Owner in engineering matters relating to the Contract, provided, however, nothing contained herein or elsewhere in Contract Documents shall be construed as requiring Engineer to direct the method or manner of performing any work by Contractor under this Contract. Engineer, or their duly authorized official, has authority to stop the work whenever, in their opinion, such stoppage may be necessary to ensure the proper execution of the Contract. Engineer may reject all work and materials which, in their opinion, do not conform to the Contract.
- 7.2. It is understood and agreed by and between the parties hereto that the work included in the Contract is to be done to the complete satisfaction of Engineer, or their duly authorized representative, and that the decision of Engineer as to the true construction and meaning of the Contract, Plans, Specifications, and estimates, and as to all questions arising as to proper performance of the work shall be final. Engineer shall determine the unit quantities and the classification of all work done and materials furnished under the provisions of this agreement and their determination thereof shall be final and conclusive and binding upon Contractor.
- 7.3. Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the rate of progress of the work, and all questions as to acceptable fulfillment and performance of the Contract on the part of Contractor and as to compensation. Decision of Engineer in such matters shall be final.
- 7.4. Engineer may direct the sequence of conducting work when it is in locations where Owner is doing work either by Contract or by their own forces, or where such other works may be affected by the contract, in order that the conflict may be avoided and the work under these Specifications be harmonized with that under other contracts, or with other work being done in connection with, or growing out of, operations of Owner. Nothing herein contained, however, shall be taken to relieve Contractor of their obligations or liabilities under the contract.
- 7.5. Neither Engineer nor their representatives have authority to waive the obligation of Contractor to perform the work in accordance with Contract Documents. Failure or omission on the part of Engineer or their representatives to condemn unsuitable, inferior, or defective work and/or labor or material or equipment furnished under the Contract shall not release Contractor or their bond from performing the work in accordance with Contract Documents.

7.6. All correspondence from the Contractor shall be directed to the Engineer. All correspondence from the Contractor constituting any notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract. Electronic correspondence may be used for other communications unless explicitly prohibited elsewhere in the contract. The Contractor is responsible for following up with the recipient to verify that any electronic correspondence has been received. Neither the Engineer nor Owner is responsible for failure of electronic correspondence to reach the desired destination.

8. Engineer's Decision

8.1. Engineer shall, within a reasonable time after presentation of written claims by Contractor to him, make decisions in writing on all claims and on all matters relating to the execution and progress of the work or the interpretation of Contract Documents. Contractor must make all claims in writing. Notice of all claims shall be addressed to the Engineer at the address of Engineer given in the Contract Documents.

8.2. All decisions of the Engineer shall be final, except in cases where disputed time and/or increase of the contract price is involved, which, if no agreement in this regard thereto is reached, shall be subject to determination by a court of competent jurisdiction. In respect to performance of the work prior to any such determination, if the Contractor does proceed with the work which is the subject of dispute, they do so at their own risk pending such determination.

9. Contractor's Representations and Warranty

In making a proposal under these Contract Documents, Contractor represents and warrants that they are satisfied as to construction conditions by personal examination of the Plans, Specifications, site of the work, and by appropriate examination and investigation as to the nature of the soil and construction problems which may be encountered by reason thereof. Contractor also warrants and represents himself to be experienced and an expert in the construction contemplated. Contractor further understands that in making the contract award, Owner is relying upon the representations and warranties of Contractor herein contained.

10. Observations and Tests

10.1. Engineer shall at all times have access to the work to observe the progress and quality wherever it is in preparation or progress, and Contractor shall provide proper facilities for such access and for necessary observation and testing. If any work is covered up without approval or consent of Engineer, it must, if required by Engineer, be uncovered for inspection at Contractor's expense. After inspection, a reexamination of questioned work may be ordered by Engineer, and if so ordered, the work shall be uncovered by Contractor. If such work is found by Engineer to be in accordance with Contract Documents, Owner shall pay the cost of reexamination and replacement. If such work is not found in accordance with Contract Documents, Contractor shall pay such costs.

10.2. Contractor shall make reasonable tests of the work at Contractor's expense upon Engineer's request and shall maintain a record of such tests. Prior to the time scheduled for a test to be observed by Engineer, Contractor shall make whatever preliminary tests are necessary to assure that the work is in accordance with the Specifications. If, for any reason, the test observed by Engineer is unsatisfactory, Contractor shall pay all costs incurred by Engineer for the observation of the unsatisfactory test in the manner specified for liquidated damages or at the hourly rate of the Engineer if not otherwise specified.

10.3. Should Contractor elect to work more than 8 hours per day, or more than 5 days per week, or on holidays, during the course of the stated contract time limit, all costs of Engineering and observation thus entailed will be charged to Contractor, at 2 times payroll costs. Such charges will be billed directly to Contractor by Owner and said cost shall be a lien against Contractor's work. If the Contractor fails to pay said bill or bills by the 30th day of the month billed, such payments may be handled in accordance with the Payments Withheld section of these Specifications. In addition to the above, where the inspector furnished for the

project is an employee of Owner, Contractor shall reimburse Owner for all inspection time required on holidays which are a part of Owner's normal holiday schedule.

- 10.4. Where specifications, Engineer's instructions, laws, ordinances, or any government authority require any work to be specially tested, or inspected, Contractor shall give Engineer timely notice that such test of completed work is ready for inspection. If the inspection is by another authority than Engineer, Contractor shall give Engineer timely notice of the date fixed for such inspection. Required certificates of inspection by authority other than Engineer shall be secured by Contractor.

11. Final Inspection and Acceptance

All materials and completed work are subject to final inspection by Engineer before acceptance by Owner. Engineer may require and shall have the right to subject all machinery and equipment and work to such test, as in their opinion, will assist in determining whether the Contract has been performed in accordance with Contract Documents. All such tests shall be at the expense of Contractor.

See Definitions section for definition of Final Acceptance.

12. Plans and Specifications

- 12.1. Contractor will be furnished copies of the Plans and Specifications as noted in Division 1 and shall keep at least one copy of the same constantly accessible at the construction site.
- 12.2. Where shop drawings are required to be submitted for acceptance, one copy of the approved shop drawings shall be kept constantly accessible at the construction site.

13. Ownership of Drawings

All Plans, Specifications, and copies thereof prepared or furnished by Engineer are its property. They are not to be used on other work, and with the exception of the signed contract set, are to be returned to the Engineer upon completion of the work.

14. Notice of Award

A notice of award will be forwarded by the Owner to the successful Contractor, which notice may also state the date of a pre-construction conference. Notice of award will be accompanied by the agreement to be signed by Contractor and returned to Owner within ten (10) days from receipt, along with the following items:

- Progress schedule
- Public liability insurance policy
- Performance bond
- Schedule for values of lump sum work

15. Notice to Proceed

Notice to proceed is the official notice from Engineer on behalf of Owner to Contractor to commence prosecution of the work and commences the running of the time for completion of the work. Notice to proceed will generally be given within two weeks of notice to Contractor of award of contract. No work shall be commenced by Contractor prior to receipt of notice to proceed.

16. Work Hours

Except in the case of emergency or unless otherwise approved by the Owner, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:30 am and 4:00 pm of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to commencing the work.

If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 am or after 6:00 pm on any day, the Contractor shall apply in writing to the Owner for permission to work such times. Permission to work longer

than an 8-hour period between 7:00 am and 6:00 pm is not required. Such requests shall be submitted to the Engineer no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 6:00 pm and 7:00 am may be subject to noise control requirements. Approval to work during these hours may be revoked at any time the Contractor exceeds the local jurisdiction's noise control regulations, or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Owner. These conditions may include but are not limited to: requiring the Owner or such assistants as the Owner may deem necessary to be present during the work; requiring the Contractor to reimburse the Owner for the costs in excess of straight-time costs for Owner employees who worked during such times on non-Federal aid projects; considering the work performed on Saturdays, Sundays, and holidays as working days with regards to the contract time; and considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period. Assistants may include, but are not limited to, survey crews; personnel from the Owner's material testing lab; inspectors; and other Owner employees when in the opinion of the Owner, such work necessitates their presence.

17. Progress Schedule

- 17.1. Progress schedule shall set forth the order in which Contractor plans to perform the work. Schedule may be in graph or tabular form, and shall include the date of submission for approval of drawings as may be required, starting dates for construction of significant parts of the work, estimated completion dates of such parts, and completion date of the project.
- 17.2. Progress schedule shall coordinate the work of Contractor with the work of other contractors in respect to the availability of job sites upon completion of other work to be performed by other contractors. Progress schedule may be altered or revised by Owner in the interest of public safety, welfare or the interest of Owner, or for coordination with any other activity of other contractors, the availability of all or portions of the job site, or special provisions of this contract, or to reasonably meet the completion date of the project.
- 17.3. Contractor shall promptly report to Owner any conditions which Contractor feels will require revision of the schedule and shall promptly submit proposed revisions in the progress schedule for acceptance by Owner. Revised schedule shall be followed by Contractor.
- 17.4. Progress schedule will be reviewed at the pre-construction conference. Contractor shall furnish Owner with three (3) copies of the accepted progress schedule prior to commencement of the work.
- 17.5. Owner's acceptance of the progress schedule shall not excuse Contractor of the obligation to complete the work within the time specified in the agreement or of complying with all terms, conditions, and provisions of Contract Documents. Failure of Contractor to follow the progress schedule submitted and accepted, including revisions thereof, shall relieve Owner of any and all responsibility for furnishing and making available all or any portion of the job site from time to time, and will relieve Owner of any responsibility for delays to Contractor in the performance of the work.

18. Equipment Rates and Schedule of Values for Lump Sum Work

Hourly rates for each piece of equipment used on the job shall be provided to the Owner. Equipment rates shall be per the most recent AGC/bluebook compilation.

If payments are to be made on lump sum items, Contractor shall submit a preliminary schedule of values of the various parts of work, including quantities, aggregating the total sum of the contract, made out in such form as Owner may require, and if required, supported by such evidence as to its correctness as Owner may direct. Owner shall further modify the schedule at their discretion to adequately account for work progress. Owner modified schedule shall be final and used as the basis for certificates for payments for lump sum work. Contractor shall submit estimates

of the percentage of work completed, and payment will be based upon the Owner modified schedule of values for the work.

19. Pre-Construction Conference

19.1. A pre-construction conference shall be held at a time and place fixed by Owner generally within two weeks from date of notice of award. Contractor must be prepared for a thorough discussion and review, as well as revision which may be deemed necessary in the opinion of Owner, of the following:

- Progress schedule
- Materials list, product data, equipment list
- Job procedures
- Inspection procedures
- Plans and Specifications
- Shop drawings, Supplemental drawings
- Preliminary Schedule of value of lump sum work
- Subcontractor lists
- Traffic control
- Other matters pertaining to performance of the work

19.2. The following personnel must attend the Conference:

- The person representing the Contractor with contract authority
- The project site superintendent
- Major subcontractor site superintendents
- The Owner and their representatives

19.3. The Owner may require that some subcontractors attend a pre-construction conference prior to beginning work on this project. If subcontractors have not been selected prior to the general pre-construction conference, or various subcontractors do not attend the general pre-construction conference, a second pre-construction conference will be scheduled for these subcontractors. If requested, a subcontractor may not begin work until attending a pre-construction conference.

20. Material and Equipment

20.1. All materials and equipment shall be new and as specified in Contract Documents, or if not specified, shall be of a quality approved by Engineer. All materials and equipment furnished are warranted by Contractor as new and in accordance with the Plans and Specifications, if specified therein, and as suitable for the intended purpose. Contractor shall furnish copies of the supplier's/manufacturer's warranty, and adopt the same as the warranty of Contractor, and shall also be liable thereon to Owner.

20.2. Contractor shall provide a material and equipment list to the Engineer prior to the pre-construction conference. This list shall include the quantity, manufacturer, and model number, as applicable of materials and equipment to be installed under the contract. The Engineer will check this list for conformance with the Plans and Specifications and will respond with reasonable promptness, indicating required corrections. Contractor shall make corrections and resubmit the list within one week after receipt of the required corrections. Engineer's review and acceptance of the lists shall not relieve Contractor from responsibility for suitability for the intended purpose nor for deviations from the Plans and Specifications unless Contractor has in writing called Engineer's attention to such deviations at the time of submittal, and secured Engineer's written approval for such deviation.

21. Shop Drawings

Shop drawings shall be per Division 1 of the Technical Specifications.

Engineer's acceptance of such drawings or schedules shall not relieve Contractor from responsibility for deviation from Plans or Specifications, unless Contractor has in writing called Engineer's attention to such deviation at the time of submission, and secured Engineer's written approval, nor shall it relieve Contractor from responsibility for errors in shop drawings or schedules.

22. Cutting and Fitting

Contractor shall do all cutting and fitting of the work required to make its parts come together properly and fit to receive or be received by work of other contractors shown or reasonably implied by the Plans and Specifications for the completed work. Contractor shall restore all surfaces damaged by cutting and fitting as Engineer may direct.

23. Labor, Materials, Equipment, and Facilities

23.1. Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work, unless otherwise stipulated in Contract Documents.

23.2. Contractor shall satisfy themselves as to the character of the work and quantities of materials required. Quantities in the bid documents are approximate and payment will be made for the exact quantities measured in accordance with the measurement and payment sections of this contract.

23.3. Contractor shall enforce strict discipline and good order among their employees and shall not employ on the work any person unfit or unskilled in the work assigned to them. Employees or agents of Contractor who, in the opinion of Engineer, may impair the quality of the construction shall forthwith be discharged by Contractor upon the written request of Engineer.

23.4. During the term of this contract, neither party shall employ nor hire any employee of the other party, nor of Engineer, without the written consent of the other party or of Engineer. Contractor shall not use any work performed or any information obtained from any employee hired in violation of this provision in making a claim against Owner or Engineer and shall also be liable to Owner as liquidated damages in an amount equal to double the amount of salary or wages paid to any such employee so hired in violation hereof.

23.5. Necessary sanitation conveniences for the use of workers on the job, properly secluded from public observation, shall be provided and maintained by Contractor.

24. Materials and Equipment Furnished by Owner

The Contractor shall receive, inspect, and accept all Owner-furnished materials and equipment. Once received and if no defects are identified in writing by the Contractor to the Owner, said products become the responsibility of the Contractor to store, secure, protect, and transport.

The Owner's responsibility is subject only to latent defects. Claims by Contractor to Owner shall be made in writing within five (5) days after discovery of any latent defect. In any event, the liability of Owner to Contractor for furnishing an item having a latent defect is limited to damages or loss resulting from use thereof only to extent that such loss or damage is recoverable by Owner against the supplier or manufacturer.

Contractor shall supply the Owner with a detailed account of any loss associated with the latent defect. Owner shall include in their claim the amount of damage identified by the Contractor. The Owner shall be responsible for pursuing the claim against the supplier of the materials provided to the Owner and used/installed by the Contractor. The Contractor agrees to cooperate with Owner in furnishing facts or data to assist the Owner in prosecuting such action.

25. Samples

Contractor shall furnish for approval all samples as directed by Engineer. Finished work shall be in accordance with approved samples. Approval of samples by Engineer does not relieve Contractor of performance of the work in accordance with Contract Documents.

26. Determination of "Or Equal"

Engineer shall be the sole judge in the question of "or equal" of any supplies or materials proposed by Contractor. Contractor shall pay Owner the cost of tests and evaluations by Engineer to determine acceptability of alternates proposed by Contractor, in accordance with the established rates of Engineer for time and expense work, the total cost of which may be offset by Owner against the contract price.

27. Royalties and Patents

Contractor shall be liable for all suits brought against Owner by reason of infringement of patent rights or licenses on any materials, machine, appliance, or process used on the work or incorporated into the finished job, except where specifically exempted by this Contract. Prices named in the proposal shall include payment of royalties, if any. Contractor shall defend and hold Owner harmless from any such suit, costs of defense and any judgment which may be made or entered against Owner thereon.

28. Lands for Work

Owner will furnish lands, easements, and rights-of-way necessary for carrying out this Contract and completion of the work herein contemplated, and will use due diligence in acquiring said lands and rights-of-way as speedily as possible. It is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event Contractor shall begin the work upon such land and rights-of-way as Owner may have previously acquired and no claim for damages whatever will be allowed by reason of the delay in obtaining the remaining land and rights-of-way. Should Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the giving of notice to proceed by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for said work, Contractor shall not be entitled to any damages, costs, expenses, additional compensation or loss of profits by reason of said delay, or to withdraw from the Contract except by consent of Owner. Time for completion of the work due to the time lost by such delay shall be extended by the Owner in writing if so requested by the Contractor. Contractor may terminate the Contract as provided in paragraph 46.

Rights of way and easements obtained by the Owner are not guaranteed to include the amount or location of land desired by the Contractor to support all of the Contractor's activities. The Contractor is responsible for providing, without expense or liability to the Owner, any additional land and access thereto that the Contractor may desire for construction, temporary facilities, storage of materials, or other Contractor needs.

29. Surveys, Permits, Laws and Regulations

29.1. Owner shall furnish all property boundary surveys unless otherwise specified. Permits, permission under franchises, licenses, and bonds of a temporary nature necessary for and during the prosecution of the work, and inspection fees in connection therewith shall be secured and paid for by Contractor as directed in the Technical Specifications. Where Owner is required to secure such permits due to Contractor's inability to secure such permits as directed in the Technical Specifications, permission under franchises, licenses and bonds and pay the fees, the costs incurred by Owner thereby shall be charged against Contractor and offset by Owner against the contract price.

29.2. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the work required by Contract Documents. If Contractor observes that Contract Documents or any part thereof are inconsistent or at variance therewith, they shall promptly notify Engineer in writing, and any necessary changes shall be made as provided in the Contract for changes in the work. If Contractor performs any work contrary to such laws, ordinances, rules, and regulations, or prior to obtaining permits, permission under or

obtained by Owner, they do so at their own risk and without payment or reimbursement therefore from Owner unless Owner has given written approval.

29.3. Wherever the law of the place of construction requires a sales, consumer, use, or similar tax, Contractor shall pay such tax.

30. Points and Instructions

30.1. Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements by Engineer as set forth in the Technical Specifications. Contractor shall not proceed with the work until timely demand in writing has been made upon Engineer for, and Contractor has received from Engineer such points and instructions. Work shall be done in strict conformity with such points and instructions.

30.2. Contractor shall preserve benchmarks, reference points and stakes, and, in case of destruction or removal thereof for any reason, Contractor is responsible for the resulting costs for replacement and shall be responsible for any mistakes and loss or damage arising there from which may be caused by the absence, destruction, removal or disturbance thereof.

31. Payment of Prevailing Wages

31.1. General

This contract is subject to the minimum wage requirements of RCW 39.12 and to RCW 49.28 (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The hourly minimum rates for wages and fringe benefits are listed in the Contract Documents. When Federal wage and fringe benefit rates are listed, the rates match those identified by the US Department of Labor's "Decision Number".

The Contractor, any subcontractor, and all individuals or firms required by RCW 39.12, WAC 296-17, or the Federal Davis Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by RCW 39.12 or the DBRA. Higher wages and benefits may be paid.

By including the hourly minimum rates for wages and fringe benefits in the contract provisions, the Owner does not imply that the Contractor will find labor available at those rates. The Contractor shall be responsible for any amounts above the minimums that will actually have to be paid. The Contractor shall bear the cost of paying wages above those shown in the contract provisions.

31.2. Joint State and Federal Jurisdictions

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate unless the State rates are specifically pre-empted by Federal law.

31.3. Labor Class Not Listed

If employing labor in a class not listed in the contract, the Contractor shall request a determination of the correct wage rate for that class and locality from the Industrial Statistician, Washington State Department of Labor and Industries (State L&I), and from the US Secretary of Labor on Federal-aid projects. The Contractor shall provide a copy of these determinations to the Engineer.

31.4. Suppliers, Manufacturers, or Fabricators

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition "Contractor" in WAC 296-127-010 complies with all the requirements of RCW 39.12.

The Contractor shall be responsible for compliance with the requirements of DBRA and RCW 39.12 by all firms (Subcontractors, Lower Tier Subcontractors, Suppliers, Manufactures, or Fabricators) engaged in

any part of the work necessary to complete this contract. Therefore, should a violation of this subsection occur by any firm that is providing work or materials for completion of this contract whether directly or indirectly responsible to the Contractor, the Owner will take action against the Contractor, as provided by the provisions of the contract, to achieve compliance, including but not limited to, withholding payment on the contract until compliance is achieved.

31.5. Errors in Listing Wages

In the event the Owner has an error (omissions are not errors) in the listing of the hourly minimum rates for wages and fringe benefits in the contract provisions, the Contractor, any subcontractor, any lower tier subcontractor, or any other firm that is required to pay prevailing wages, shall be required to pay the rates as determined to be correct by State L&I. A change order will be prepared to ensure that this occurs. The Owner will reimburse the Contractor for the actual cost to pay the difference between the correct rates and the rates included in the contract provisions, subject to the following conditions:

The affected firm relied upon the rates included in the contract provisions to prepare its proposal and certifies that it did so;

The allowable amount of reimbursement will be the difference between the rates listed and rates later determined to be correct plus only appropriate payroll markup the employer must pay, such as, social security and other payments the employer must make to the Federal or State Government;

The allowable amount of reimbursement may also include some overhead cost, such as, the cost for bond, insurance, and making supplemental payrolls and new checks to the employees because of underpayment for previously performed work; and

Profit will not be an allowable markup.

Firms that anticipated, when they prepared their proposals, paying a rate equal to, or higher than, the correct rate as finally determined will not be eligible for reimbursement.

31.6. Posting Notices

In a location acceptable to State L&I, the Contractor shall ensure the following is posted:

- 31.6.1. One copy of the approved "Statement of Intent to Pay Prevailing Wages" for the Contractor, each subcontractor, each lower tier subcontractor, and any other firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition of "Contractor" in WAC 296-127-010;
- 31.6.2. One copy of the prevailing wage rates for the project;
- 31.6.3. The address and telephone number of the Industrial Statistician for State L&I (along with notice that complaints or questions about wage rates may be directed there).

31.7. Apprentices

If employing apprentices, the Contractor shall submit to the Engineer written evidence showing:

- 31.7.1. Each apprentice is enrolled in a program approved by the Washington State Apprenticeship and Training Council;
- 31.7.2. The progression schedule for each apprentice; and
- 31.7.3. The established apprentice-journey level ratios and wage rates in the project locality upon which the Contractor will base such ratios and rates under the contract. Any worker for whom an apprenticeship agreement has not been registered and approved by the Washington State Apprenticeship and Training Council shall be paid at the prevailing hourly journey level rate as provided in RCW 39.12.021.

31.8. Disputes

If labor and management cannot agree in a dispute over the proper prevailing wage rates, the Contractor shall refer the matter to the Director of State L&I. The Director's decision shall be final, conclusive, and binding on all parties.

31.9. Required Documents

On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Owner the following for itself and for each firm covered under RCW 39.12 that provided work and materials for completion of the contract:

- 31.9.1. A copy of an approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Owner will make no payment under this contract for the work performed until this form is received by the Owner.
- 31.9.2. Because L&I no longer requires a review of the request for release form, it is up to the Contractor to provide the Owner with adequate documentation that all industrial insurance is paid to the State L&I. The Owner will not release to the Contractor any funds retained under RCW 60.28.011 until the Certification of Industrial Insurance Paid and Request for Release form (located in the contract documents) has been signed by the Contractor and received by the Owner.
- 31.9.3. The Contractor shall be responsible for requesting these forms from State L&I and for paying any fees and insurance required by State L&I.

31.10. Audits

The Owner may inspect or audit the Contractor's wage and payroll records.

32. Protection of Work and Safety

- 32.1. Contractor shall continuously protect the work from damage and shall protect Owner's property from injury or loss arising in connection with or during the existence of this contract. Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of Owner. Contractor shall adequately protect adjacent property from loss or damage occasioned by performance of the work. Contractor shall provide and maintain pathways, barriers, lights, and other facilities required by public authority or local conditions.
- 32.2. Contractor shall bear the risk of loss or damage for all finished or partially finished work until the entire Contract is accepted by Owner.
- 32.3. The Contractor shall be responsible for the Safety of all workers on the project and shall comply with all applicable Health and Safety Standards including: Federal, State, and Local Codes as regulations. They shall erect and properly maintain, as required by the conditions and progress of the work, all necessary safeguards for protection of workers and the public; shall post danger signs warning against known or unusual hazards; and shall designate a responsible member of their organization on the construction site whose duty shall be the prevention of accidents. Name and position of such person so designated shall be reported in writing to Engineer by Contractor.

33. Work on Streets

Workers shall wear proper safety equipment, hardhats, fluorescent vests, etc., in accordance with the Local Codes, WISHA and OSHA.

34. Existing Utilities or Obstructions

- 34.1. Contractor's work shall be confined to Owner's premises, including easements and construction permit limits, whenever possible. Do not enter upon or place materials on other property except by written consent of the individual Owner and save Owner harmless from all suits and actions of every kind and description that might result from use of property other than that of Owner.

- 34.2. Contractor is directed to RCW 19.122 for responsibilities relating to locating, protecting, relocating, and repair of existing underground utilities.
- 34.3. Existing utilities indicated on the drawings have been plotted from the best information available to Engineer. Source of information may consist of construction records, One-Call locates, and other data obtained verbally from officials associated with the utility. Verification by excavation of buried facilities has not occurred unless specifically noted. Vertical position of existing utilities, if not located or discernible from accessible structures (catch basins, valve boxes, etc.) are assumed to be in a normal depth range for such utility. Contractor shall expect to pothole ahead of main excavation to verify both horizontal and vertical locations of utilities.
- 34.4. Neither Owner nor Engineer guarantees the accuracy or completeness of this information and assumes no responsibility for improper locations or failure to show utility locations on the construction Plans; and it is to be understood that other above ground or underground facilities not shown on the drawings may be encountered during the course of the work. The Contractor shall carefully review the identified utilities on the Plans and compare to One-Call locates. If there are discrepancies between the Plans and field locates, the Contractor shall bring such discrepancies to the attention of the Engineer and Utility Owner and excavation shall not commence until such discrepancies have been addressed.

Existing utilities shown on the Plans as a single line do not necessarily represent a single carrier, nor the width of the utility. Where utilities are clustered, such as a dry utility duct bank, this may be represented on the Plans by a single line. No extra payment will be made for working around any such clustered utilities.

Existing utilities, whether shown on the drawings or not, shall be protected by the Contractor. Contractor shall notify Engineer and Utility Owner immediately upon determination of any conflict or disturbance. If an existing utility must be removed, relocated, rerouted, is damaged, or otherwise disturbed, such modification or repair shall be performed by the Utility Owner or at the Utility Owner's direction in compliance with RCW 19.122.050.

The Contractor is responsible for all costs and delays associated with damage or disturbance to an identified or located utility including unmarked services per RCW 19.122.030(5). Compensation for costs and delays attributed to utilities not located shall be settled between the Contractor and Utility Owner. The Contractor shall hold the project Owner and Engineer harmless for a utility company's failure to correctly locate their utility per RCW 19.122.

- 34.5. Right is reserved by owners of public utilities and franchises to enter upon any street, road, right-of-way, or easement for the purpose of maintaining their property and for making necessary repairs or adjustments caused by Contractor's operations. Contractor shall cooperate with said owners and save Owner and Engineer harmless of any cost so incurred.
- 34.6. Pursuant to RCW 19.122, the Contractor shall call the utilities underground location center for full location of the utilities and shall not begin excavation until all known utilities have been located and marked. Contractor shall take adequate precautions to protect existing lawns, trees and shrubs outside rights-of-way, sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto. The Contractor shall, at their own expense, repair any damage thereto caused by their operations to the satisfaction of Engineer, unless otherwise agreed to in writing by the Engineer and affected Owner(s).

35. Replacing Improvements

Whenever it is necessary in the course of construction to remove or disturb culverts, driveways, roadways, pipelines, property stakes or other existing improvements, without limiting the generality thereof and whether on private or public property, they shall be replaced to a condition at least equal to that existing before they were so removed and disturbed, and all such costs for this replacement shall be borne by Contractor and considered incidental to the construction and work covered by these Specifications unless specific unit or lump sum pay items have been established in the Contract to cover any of the above work.

36. Traffic Maintenance and Protection

The following shall apply to traffic regulation during the extent of this contract:

- There shall be at all times adequate vehicle and pedestrian access to and egress from the properties adjacent to the project.
- During non-working hours, Contractor shall keep the existing traffic lanes clear for traffic without interference from their operations including all approaches and intersections.
- Where hazardous conditions exist, proper signing and barricading shall be provided by Contractor. Whenever directed by Engineer, supplemental signs and barricades, including lanterns and/or high rise warning devices, shall be provided at the expense of Contractor.
- Contractor shall notify the Traffic Engineering Department, Fire Department, Police Department, State Highway Department, and the school bus garage before the beginning operations so that these agencies may re-route their emergency and service vehicles around the construction zone.
- Any temporary pavement, crushed surfacing, or other products required for maintaining traffic during the life of this Contract shall be furnished and placed by Contractor immediately upon request by Engineer in amounts designated and shall be at no additional cost to Owner.
- Owner shall not be held liable for any claims resulting from accidents or damages caused by Contractor's failure to comply with traffic and public safety regulations during construction.
- If operations of Contractor are shown to significantly impede traffic flow during peak hours of traffic, Engineer shall have the authority to restrict Contractor's time of operation on the street.
- The Contractor shall notify property owners a minimum of 24 hours in advance of a driveway closure. Driveway access shall be unimpeded during non-working hours.

37. Superintendence and Supervision

Contractor shall keep a competent superintendent and necessary assistants on the construction site during the work, all satisfactory to Engineer. Superintendent shall not be changed except with the consent of Engineer, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in their employ. Superintendent shall represent Contractor in their absence. Contractor shall give efficient supervision to the work, using their best skill and attention.

38. Changes in the Work

- 38.1. Except as limited by the section titled "Increase or Decrease of Work", Owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim by Contractor for extension of time caused thereby shall be made at the time such change is ordered.
- 38.2. Engineer has authority to make minor changes in the work, not inconsistent with the purposes of the work. Except in any emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by Engineer and countersigned by Owner, and no claim for an addition to the Contract sum shall be valid unless so ordered.
- 38.3. Value of any such extra work shall be determined in one or more of the following ways:
- 38.3.1. By estimate and agreement on a lump sum.
 - 38.3.2. By unit prices named in the Contract or subsequently agreed upon.
 - 38.3.3. If, for any reason, method 1 or 2 cannot be agreed upon, such work will be paid for as described under the section titled "Force Account".

39. Increase or Decrease of Work

39.1. Owner reserves the right to make such alterations in the Plans or in the quantities of work as may be considered necessary. Such alterations shall be in writing by Engineer and shall not be considered a waiver of any condition of the Contract nor invalidate any of the provisions thereof, provided, however, that the execution of a supplemental agreement acceptable to both parties of the Contract shall be necessary before any alteration is made which involves:

39.1.1. An extension or shortening of the physical length of the project by more than 25 percent,

39.1.2. An increase or decrease of more than 25 percent of the total cost of the work calculated from the original proposal quantities and the unit contract prices,

39.1.3. An increase or decrease of more than 25 percent in the quantity of any one major contract item (a "major contract item" is defined in 02. Definitions, unless otherwise indicated on the Plans or designated in the Specifications), or

39.1.4. A change in the nature of the design or in the type of construction which materially increases or decreases the cost of the performance of the work.

39.2. When an alteration requires the execution of a supplemental agreement, such agreement shall be signed by both parties before any work on the alteration is started. Alterations involving a change of more than 25 percent in the net of any one minor contract item will not require a supplemental agreement.

40. Claims for Extra Cost

40.1. If Contractor claims that the cost of construction under the Contract has been increased through instructions, by drawings, or other acts of Owner, after the Contract has been made, they shall give Engineer written notice thereof within 10 working days after the receipt of any such instructions, or occurrence of any other act, and before proceeding with the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No claim for extra cost shall be valid unless so made.

40.2. Contractor shall not be entitled to claim against Owner for any damages, costs, expenses, additional compensation or lost profits due to work stoppage or delays caused by any governmental agency or by act of third parties, or inability of Owner to make the jobsite available, or for any other cause beyond the control of Owner.

41. Delays and Extension of Time

41.1. Should Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of Owner, any of its officers or employees, any other contractor employed by Owner upon the work, or by any damage caused by fire or other casualty for which Contractor is not responsible, or by combined action of workmen, in no way caused by or resulting from default or collusion on the part of Contractor, then the time herein set for completion of the work shall be extended for a period equivalent to the work time lost by reason of any or all of the causes aforesaid. Extended time period shall be determined and fixed by Owner, which determination shall be final, but no such allowance shall be made unless a claim therefore is presented in writing to Owner within ten (10) days after the occurrence of such delay.

41.2. Time for the completion specified has taken into consideration the possibility of delay and work interruption resulting from acts of other contractors, whether or not a contractor for Owner, and no extension of time will be allowed because of such interruption or delay. Contractor shall cooperate with contractor of an adjoining or interdependent project to the full extent possible so that the operations of both will suffer a minimum of interference and delay. In case of disagreement between contractors, the decision of Engineer shall be accepted as final. Any unavoidable delays to Contractor resulting there from shall be adjusted as to contract time in accordance with the specifications of this section.

- 41.3. Number of working days allowed for completion of the project is sufficient to provide for the procurement of all materials necessary and, unless otherwise noted in the specifications, failure to procure the materials involved is not reason for an extension of time. If no schedule or agreement is made between Engineer and Contractor stating the dates upon which instructions and/or drawings shall be furnished by Engineer, then no claim for delay shall be allowed by the Contractor on account of such failure to furnish drawings unless Contractor has given two (2) weeks' notice of the need for such drawings and not then unless claim of need for such drawings is reasonable.
- 41.4. When it has been determined that Contractor is entitled to an extension of time, the amount of such extension shall be only to compensate for direct delays and shall be based upon Contractor's energetically pursuing the work at a rate not less than that which would have been necessary to complete the basic contract on time. In determining the amount of extension, Engineer will consider that Contractor is applying efforts simultaneously on the several parts of the job to the maximum amount practicable.
42. Completion and/or Correction of Work and Remedies before Final Payment
- 42.1. If Contractor should neglect to prosecute the work properly and/or fail to perform any provision of this contract, Owner, upon certification by Engineer and after five (5) working days' written notice to Contractor, may, without prejudice to any other remedy, make good such deficiencies and deduct the cost thereof from payments then or thereafter due to Contractor.
- 42.2. Contractor shall promptly remove from the construction site all materials condemned by Engineer as failing to conform to the contract, whether incorporated in the work or not, and Contractor shall promptly replace and re-execute their work in accordance with the intent of the Contract and without expense to Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If Contractor does not remove such condemned work and materials and re-execute the work within five (5) working days of notice from Engineer, Owner may correct the same as otherwise provided herein.
- 42.3. If Contractor does not remove such condemned work and material within the period herein above described, Owner may remove and store any such materials at the expense of Contractor. If Contractor does not pay the cost of such removal within ten working (10) days from the notice to Contractor of the fact of such removal, Owner may, upon an additional ten working (10) days' written notice, sell such materials at public or private sale, and deduct all costs and expenses incurred, including costs of sale, accounting to Contractor for the net proceeds remaining, and Owner may bid at any such sale. Contractor shall be liable to Owner for the amount of any deficiency remaining between the costs incurred and the proceeds of sale. Owner may deduct the costs of such removal, storage and sale and/or remaining deficiency from any funds otherwise due to the Contractor.
43. Defects Arising in One Year and Remedies (Contractor's Warranty)
- 43.1. Contractor shall be responsible for correcting all defects in workmanship and material within one year after 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 acceptance of the corrections by Owner. Contractor shall start work to remedy such defects within seven (7) working days of mailing notice of discovery thereof by Owner and shall complete such work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by Owner, in which case the cost shall be borne by Contractor. In the event Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by Contractor.
- 43.2. Contractor shall be liable for any costs, losses, expenses, or damages including consequential damages suffered by Owner resulting from defects in Contractor's work including, but not limited to, cost of Engineering, inspection and supervision by Owner or Engineer. Contractor shall hold Owner harmless from any and all claims which may be made against Owner as a result of any defective work and Contractor shall defend any such claims at their own expense.

44. Suspension of Work

- 44.1. Owner may at any time suspend the work, or any part thereof, by giving notice to Contractor in writing. Work shall be resumed by Contractor within ten (10) working days after the date fixed in the written notice from Owner to Contractor to do so.
- 44.2. Contractor shall not suspend work under the Contract without the written order of Owner as stated in the preceding paragraph.
- 44.3. Should the Contractor fail to carry out the orders of Engineer or to perform work under the Contract in accordance with its provisions, the Owner may suspend the work for such period as they deem necessary. Time lost by reason of such failure or in replacing improper work or materials shall not furnish any ground to Contractor for claiming an extension of time or extra compensation, and shall not release Contractor from damages or liability from failure to complete the work within the time prescribed.
- 44.4. If the Owner suspends work for an unreasonable period for reasons other than those discussed in the preceding paragraph, the Owner may make an adjustment for increases in direct costs (excluding profit or consequential damages) caused by the suspension, unless such costs are provided for under other contract provisions.
- 44.5. The period of suspension shall be considered in determining the revised date for completion. Contractor will be required to work sufficient hours per day needed to complete the project within the days specified. Question as to the necessity of suspending any portion of the work by reason of unfavorable weather conditions shall be determined by Engineer.

45. Owner's Right to Terminate Contract

- 45.1. Owner may terminate the Contract and take possession of the premises and of all materials thereon and finish the work by whatever methods they may deem expedient, upon the occurrence of any one or more of the events hereafter specified, and receipt of documentation by Engineer that sufficient cause exists to justify such action:
 - 45.1.1. If Contractor should be adjudged bankrupt.
 - 45.1.2. If Contractor should make a general assignment for the benefit of its creditors.
 - 45.1.3. If a receiver should be appointed on the account of insolvency of Contractor.
 - 45.1.4. If Contractor should persistently or repeatedly refuse or fail to supply sufficient properly skilled workers or proper materials for completion of the work.
 - 45.1.5. If Contractor should fail to complete the work within the time specified in the contract.
 - 45.1.6. If Contractor should fail to make prompt payment to subcontractors or for material or labor.
 - 45.1.7. If the Contractor should persistently disregard laws, ordinances, or regulations of federal, state, or municipal agencies or subdivisions thereof.
 - 45.1.8. If Contractor should persistently disregard instruction of Engineer, or otherwise be guilty of a substantial violation of the contract.
 - 45.1.9. If Contractor fails to make progress in accordance with the Progress Schedule.
- 45.2. Owner shall give Contractor seven (7) calendar days' written notice to cure the default, and if not cured to the satisfaction of Owner as certified by Engineer, Owner may, upon two (2) working days written notice terminate the Contract. Any such termination shall be without prejudice to any other right or remedy which Owner may have against Contractor.
- 45.3. In the event of the failure of Contractor to cure the default of which notice is given as above provided, or if Contractor abandons the work undertaken under the contract, Owner may, at their sole option, upon seven (7) calendar days' written notice to the surety and without any written notice of Contractor, transfer

the employment of said work from Contractor to surety. Upon receipt of such notice, the surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract and employ, by Contract or otherwise, any person or persons to finish the work and provide the material therefore, without termination of the continuing full force and effect of the contract. In case of transfer of such employment to the surety, the surety shall be paid in its own name on estimates covering the work subsequently performed under the terms of the Contract and according to the terms hereof, without any right of Contractor to make any claim for the same or any part thereof.

- 45.4. If the Contract is terminated by Owner, Contractor shall not be entitled to receive any further balance of the amount to be paid under this Contract until the work has been fully finished. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by Owner in finishing the work, and all damages sustained or which may be sustained by Owner by reason of such refusal, neglect, failure of discontinuance of employment, such excess shall be paid by Owner to Contractor. If such expense and damages exceed the unpaid balance, Contractor and their surety and each thereof shall be jointly and severally liable therefore to Owner and shall pay the difference to Owner. Such expense and damage shall include all legal costs incurred by Owner in the employment of attorneys to protect the rights and interests of Owner under the contract; provided such legal costs shall be reasonable.

46. Contractor's Right to Stop Work or Terminate Contract

If the work is stopped under an order of any court, or other governmental authority for a period of ninety (90) working days, through no act or fault of Contractor or of anyone employed by him, including subcontractors, or if payments due Contractor under this Contract are unreasonably delayed, or if Owner suspends this Contract for any reason other than act or neglect of Contractor for a period of one hundred eighty (180) consecutive calendar days, Contractor may stop work and terminate this Contract and recover from Owner payment for all work executed, but Contractor shall not be entitled to claim against Owner for damages, expenses, costs, additional compensation or lost profits due to the suspension or termination. Final payment to Contractor shall be made pursuant to the provisions of the Application for Payment section.

47. Removal of Equipment

In case of the termination of this Contract before completion for any cause whatever, Contractor, if notified to do so by Owner, shall promptly remove any part or all of their equipment and supplies from the property of Owner; Owner shall have the right to remove such equipment and supplies at the expense of Contractor, deducting the cost thereof from any funds otherwise due Contractor.

48. Use of Completed Portion of Work

Owner has the right to take possession of and use completed, partially completed, or substantially completed portions of the work, notwithstanding that the time may not have expired for completing the entire work. Such taking possession and use shall not be deemed to be completion of the Contract in respect to such work nor shall the same be deemed to be acceptance of any work not completed in accordance with Contract Documents.

49. Application for Payment

- 49.1. At least five (5) working days before each payment falls due, Contractor shall submit to Engineer an itemized application for payment, supported to the extent required by Engineer by receipts or other vouchers showing payment for materials and labors, payments to subcontractors, and such other evidence of Contractor's right to payment as Engineer may direct.
- 49.2. Contractor shall be entitled to monthly progress payments corresponding to the stage of the work. Progress estimates will be prepared by Engineer not later than the twentieth day of the month after commencing work, and every month thereafter, if so entitled, for the duration of construction. These shall be based upon an approximate estimate of quantities of work completed and considered acceptable, as extended by the unit prices established in the Contract or as provided by the schedule of lump sum payments. Owner shall deduct

from each monthly progress payment an amount of retainage of 5% by this Contract and also for any charges against Contractor authorized by this contract.

- 49.3. Cost of materials, properly stored, protected, and insured at the site of the work will be paid on monthly estimates only when provided for in this Contract, and then only for specific materials listed therein for partial payment. In preparing the monthly estimates, advancement will be made therein for 90 percent of the cost of such materials, as evidenced by invoices to Contractor. Advances will not be made for any item of material amounting to less than five hundred dollars (\$500.00). All materials must conform to the requirements of these Specifications. Advancement for materials will not constitute acceptance, and any faulty material will be condemned even if advancement has been made for same in the estimates. Deductions at the same rates, and equal in amount to the advancements, will be made on the estimates as the material is used. All materials for which costs are allowed under this subparagraph must be substantiated by written documentation from the material supplier that the material has been paid for.
- 49.4. Quantities used for progress estimates are approximate and provisional, and are subject to recalculation, adjustment, and correction by Engineer in subsequent progress estimates and in final estimates. Inclusion of any quantities in progress estimates, or failure to disapprove the work at the time of progress estimates, shall not be construed as acceptance of corresponding work or materials.
- 49.5. Retained amount shall be withheld by Owner for no less than 60 days following final acceptance or termination of the Contract and shall be paid to Contractor at the expiration of 60 days if no claims have been filed against such funds as provided by law, and if Owner has no unsatisfied claims against Contractor, and if all releases from the State have been received. No payments shall be made until the form Certification of Industrial Insurance Paid and Request for Release has been obtained from the Contractor. In the event claims are filed, Owner shall withhold, until such claims are satisfied, a sum sufficient to satisfy all claims and to defray the cost of foreclosing the liens of such claims and to pay attorney's fees. In addition, Owner shall withhold such amount as is required to satisfy any claims by Owner against Contractor, until such claims have been finally settled. The Owner is not responsible for delays in releases provided by other agencies.
- 49.6. Neither the final payment nor any part of the retained percentage shall become due until Contractor, if requested, shall deliver to Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and, if required in either case, an affidavit that so far as they have knowledge or information, the release and receipts include all labor and materials for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to Engineer to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall reimburse to Owner all moneys that the latter may be compelled to pay in discharging such lien, including all cost and reasonable Engineer's and attorney's fees.

50. Payments Withheld

Notwithstanding the issuance of any certificate, Owner may withhold any payment or portion of payment or recover any payment theretofore made, to such extent as may be necessary to protect Owner from loss on account of:

- 50.1. Defective work not remedied.
- 50.2. Claims filed or written notice that valid claims will be filed.
- 50.3. Failure of Contractor to make payments properly to subcontractors or suppliers of material or labor.
- 50.4. Reasonable doubt that the Contract can be completed for the balance then unpaid.
- 50.5. Liquidated damages, inspection, and Engineering charges, or other claims against Contractor by Owner.
- 50.6. Damage to another contractor.
- 50.7. Failure of Contractor to furnish invoices to support application for payment for materials not incorporated in the work but delivered and suitably stored at the site.

50.8. Expenses, including court costs and legal fees, whether or not incident to suit, incurred by Owner due to any default of Contractor.

Notice of payment withholding shall be performed in accordance with RCW, Chapter 39.76.

51. Hold Harmless

The Contractor shall defend, indemnify and save harmless the Owner, its officers, employees, agents and Engineer, from any and every claim and risk and all losses, damages, demands, suits, judgments and attorney's fees, and other expenses of any kind, on account of injury to or death of any and all persons and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with the work performed under this contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of the Owner, or any other property upon which the Contractor is performing any work called for or in connection with this Contract, except only for those losses resulting solely from the negligence of the Owner, its officers, employees, agents and Engineer.

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 Owner, its members, officers, employees, agents and Engineer, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes 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.

If a lawsuit is filed in respect to this hold harmless provision, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the Owner, its officers, agents, employees, volunteers and Engineer, the Contractor shall pay the same.

52. Insurance

ACORD forms (or approved equal) shall be provided to the Owner.

Insurance shall meet the requirements of the latest edition of the WSDOT Standard Specifications Local Agency General Special Provisions listed below, as a minimum.

1-07.18 Public Liability and Property Damage Insurance.

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, their agents, representatives, employees, or subcontractors. Cost of such insurance shall be paid by Contractor.

Subcontractors:

Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Coverage shall be at least as broad as:

Insurance Services Office form No. CG0001 (occurrence form) covering comprehensive general liability or ISO form No. CG0002 (claims made form).

Insurance Services Office form No. CA 0001 covering automobile liability, Symbol 1 "any auto".

Workers' compensation as required by the Workers' Compensation Act of Washington State.

Builders Risk insurance covering interests of the Owner, Contractor and Subcontractors in the work. Builders Risk insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings

and debris removal and disposal. This Builders Risk insurance covering the work will have a deductible of \$5,000 or less for each occurrence which will be the responsibility of the Contractor. Builders Risk insurance shall be maintained until final acceptance of the Work by the Owner.

Pollution Liability policy providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

52.1. Contractor's operations related to this project.

52.2. Transportation of hazardous materials away from any site related to this project.

52.3. Release of contaminants to the Town's groundwater wells and/or Mashel River.

Contractor shall maintain limits of insurance no less than:

Comprehensive general liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Or a \$2,000,000 aggregate limit for those policies where aggregates are applicable.

Automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Workers' compensation and employers' liability: workers' compensation limits as required by the workers' compensation act of Washington.

Pollution Liability: \$500,000

Builders Risk insurance shall be written in the amount of the Contractor's bid for the project work with no co-insurance provisions.

Any deductibles or self-insured retention must be declared to and approved by Owner. At the option of Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects Owner, its officials and employees; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense and expenses.

Policies are to contain or be endorsed to contain, the following provisions:

General liability and automobile liability coverage:

Owner, its officials, employees, agents and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. Coverage shall contain no special limitations on the scope of protection afforded to Owner, its officials, employees, or volunteers.

Contractor's insurance coverage shall be primary insurance as respects Owner, its officials, employees, and volunteers. Any insurance or self-insurance maintained by Owner, its officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Owner, its officials, employees, or volunteers.

Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

All Coverage:

Each insurance policy required by this clause shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Owner.

Defense costs are to be provided as an additional benefit and not included within the limit of liability of the general liability policy.

No deductible or retention in excess of \$5,000 shall apply to any coverage provided by the general liability insurance without the prior written approval of the Owner.

Should the Contractor maintain commercial umbrella insurance, it shall be excess over all coverage described herein. This policy shall have the same inception and expiration dates as underlying liability policies and shall provide coverage no less broad than those in the primary policies or program.

Any and all deductibles or retentions in the policies described herein shall be paid for, assumed by, for the account of, and at the Contractor's sole risk. The Owner is not responsible for the payment of any deductible or retention.

Owner shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Owner.

Commencement of work on the Project site without the required Certificates of Insurance, or without compliance with any other provision of this Agreement, shall not constitute a waiver by the Owner of any rights in this Agreement.

Acceptability of Insurers:

Insurance is to be placed with insurers with a Bests' rating of no less than A:XIII, as shown in the most current issue of A.M. Best's Key Rating Guide or with an insurer acceptable to Owner.

Verification of Coverage:

Contractor shall furnish Owner with certificates of insurance and with CG 2010 naming the owner as an additional insured with original endorsements affecting coverage required by this clause. Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates are to be received and approved by Owner before work commences. Owner reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors:

Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates for each subcontractor. Coverage for subcontractors is subject to all requirements stated herein.

Waiver of Transfer:

Contractor shall provide CG 2404 Waiver of Transfer of Rights of Recovery against other to us if not included in General Liability coverage form already.

53. Performance and Payment Bond

53.1. Contractor shall furnish a surety bond or bonds covering faithful performance of the Contract and the payment of all obligations arising thereunder. Bond shall be in the full amount of the Contract and shall be upon the form of bond set forth herein. Surety shall be a firm qualified to conduct business as a surety in the state in which the work is done.

53.2. Performance for this Contract shall not only indemnify Owner for the usual performance provisions of the contract, but in addition shall be a bond to guarantee payment of any and all tax liability of any type, kind, nature or description due as a result of work performed pursuant to the contract.

54. Damages

Any claim against Owner for damages, expenses, costs, lost profits, or extra compensation arising out of the performance of this Contract shall be made in writing to Owner within a reasonable time after the discovery of such damage, and in no event later than the time of approval by Owner of final payment. Contractor, upon making application for final payment, shall be deemed to have waived their right to claim for any other damages for which

claim has not been made, unless such claim for final payment includes notice of additional claim and fully describes the alleged damage.

The amount of liquidated damages shall be as identified in the Proposal for failure to complete the work as described in the contract documents within the contract time.

Accordingly, Contractor agrees:

54.1. To pay liquidated damages for each working day beyond the contract deadline date for Substantial Completion, and

54.2. To authorize Engineer to deduct these liquidated damages from any money due or coming due to Contractor.

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

The Owner reserves the right to collect Engineering and Legal fees incurred as a result of delays or efforts for resolution of disputes, liens, liquidated damages or any other issues requiring Engineering or Legal services beyond the normal progression of the contract, if such expenses are deemed to have been initiated by the Contractor's failure to properly execute any provision of the Contract.

55. Subletting and Subcontracting

55.1. Contractor shall not assign or sublet the Contract in whole or in part without the written consent of Owner, nor shall Contractor assign any monies due or to become due to them hereunder without the prior written consent of Owner.

55.2. Contractor shall not subcontract more than 40 percent of the dollar value of the work without the written consent of Owner. In any event, Contractor shall, at least five (5) working days prior to start of a subcontractor's work, notify Engineer in writing of the name of the subcontractor proposed for the work, and shall not employ any which Engineer may object to as incapable or unfit.

55.3. The Engineer has the right to request proof of experience for any subcontractor offered by the Contractor. Upon such request, the subcontractor shall provide the same information requested on the Bidders Qualification Certificate in the bid forms, specific to the work the subcontractor would perform. No work may be performed by a subcontractor until the subcontractor is approved by the Engineer. Rejection of a subcontractor by the Engineer shall not be cause for claim of delay or cost.

55.4. Contractor agrees that it is fully responsible to Owner for the acts and omissions of the subcontractor and persons either directly or indirectly employed by subcontractors, as well as for the acts and omissions of persons directly employed by Contractor. Consent to subcontract part of the work shall in no way release Contractor from responsibility for performance of the work and the Contractor will be held in all respects accountable for the same as if no consent has been given. Contractor shall give personal attention to the work which is sublet. Nothing contained in Contract Documents shall create any contractual relation between any subcontractor and Owner.

56. Subcontractor Identification

Every invitation to bid on a contract that is expected to cost in excess of one hundred thousand dollars for the construction, alteration, or repair of any public building or public work of the state or a state agency or municipality as defined under RCW 39.04.010 shall require each bidder to submit as part of the bid, or within one hour of the bid, the names of the subcontractors whose subcontract amount is more than ten percent of the contract price with whom the bidder, if awarded the contract, will subcontract for performance of the categories of work designated on the list to be submitted with the bid or to indicate by naming itself that a category of work on the list shall not be subcontracted. Failure to name such subcontractors or itself shall render the bidder's bid non-responsive and, therefore, void.

57. Separate Contract - Interference with Other Contractors

Owner reserves the right to perform work with its own forces or to let other contracts for work under similar general conditions in connection with this project, of which the work awarded to one or more Contractors under separate contract is a part. Contractor shall afford Owner and other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their respective work, and shall properly connect and coordinate its work with others.

57.1. Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and Contractor shall employ, as far as possible, such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor or agency. If any part of Contractor's work depends, for proper execution or results, upon the work of any other contractor, Contractor shall inspect and promptly report in writing to the Engineer any defect in such work which renders it unsuitable for such proper execution and result. Failure to so inspect and report shall constitute an acceptance of the other contractor's work after the execution of the work. To ensure proper execution of its subsequent work, Contractor shall measure work already in place and shall report at once to Engineer any discrepancy between the executed work and the drawings.

57.2. If the performance of any work for the project is likely to be interfered with by the simultaneous execution of some other contract or contracts, Engineer shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether the work under the contracts can be coordinated so that contractors may proceed simultaneously. Owner shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the project or caused by any decision or omission of Engineer respecting the order of precedence in the performance of the contracts other than for an extension of time.

58. Cleanup

58.1. Contractor shall clean up frequently all refuse, rubbish, scrap material and debris caused by their operations so the project area will present a neat, orderly, and professional appearance.

58.2. Upon completion of the work, Contractor shall remove all rubbish, scrap material, tools, surplus materials, false-works, temporary structures, including foundations thereof, plants of any description, and debris of every nature, resulting from the operations, shall clean out all ditches that may have been filled during the work, replace damaged surfacing, and put the site in a neat, orderly condition and, in respect to structures, shall clean all surfaces and leave buildings broom clean.

59. Washington State Sales Tax

Revenue Act of 1935 as amended requires Owner to pay Contractor for transmittal to the state a sales tax on the total charges made for construction unless such charges are exempted by regulation. The project is in Town of Eatonville, and taxes shall be paid based on current rates for said Town. All other federal, state, and local sales, use or other taxes as required by federal, state, or local laws shall be included in the unit prices, lump sum price, or other prices stated in the Schedule of Prices.

60. Force Account

Perform in accordance with 1-09.6 Force Account of the Standard Specifications. Contractor shall provide a daily summary of hours and materials to the Owner no later than the end of the next working day following the day the work was performed. Failure to do so grants the Owner the right to determine hours and quantities used in the work.

61. Dispute Resolution

If any dispute, controversy or claim arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through direct discussion, the parties agree first to try to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Associates, before resorting to arbitration, litigation or some other dispute resolution procedure. Any dispute, controversy or claim involving \$35,000 or less not resolved by

mediation shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction.

62. Street Cleaning, Dust, Mud, Erosion and Siltation Control

The Contractor shall be responsible for controlling dust and mud within the project limits, and all streets used by the Contractor during the execution of this contract shall be maintained in a clean condition. The Contractor shall be prepared to use watering trucks equipped with high-velocity water jets and low-head sprinkling devices, power sweepers, and any other pieces of equipment necessary to render the streets free of all mud, debris, and foreign materials. Any damage caused by dust and/or mud accumulation on the streets or in the storm sewer system shall be the sole responsibility of the Contractor.

Cut slopes or embankment areas shall be restored per the Plans and details shown thereon. The Contractor shall provide work and materials as required to control erosion and siltation.

Watering trucks may be used on paved streets with an adequate storm drainage system. Watering trucks shall not be used on streets where, in the opinion of the Engineer, mud or flooding may cause a nuisance. Where water flushing is not allowed, street sweepers (not power brooms) shall be used.

The Contractor shall clean all surfaced roadways upon completion of each day's activities. Equipment required for this operation shall be on the job site or readily available. Failure to have this equipment on the job site or readily available will necessitate a shutdown of the project.

Payment for street cleaning, dust, mud, erosion, and siltation control will be incidental to the project and as such included in the various bid items, and no separate payment will be made.

63. "As-Built" or "Record" Drawings

Prior to receiving final payment for the work, the Contractor shall deliver a complete set of acceptable "as-built" drawings to the engineer. Drawings shall be made on clean, unmarked prints (hard copy or electronic) for this project in accordance with the following standards:

Yellow markings or highlights = deleted items

Red markings = new or modified items

The Contractor shall record the location, by project station, offset, and depth below finished grade, of all existing utilities encountered during the work.

The Contractor's shall have their surveyor locate by centerline station, offset, and elevation, each major item of work done under this contract.

Items of work shall include, but not be limited to, such items as:

- Fittings
- Valves

After the completion of the work covered by this contract, the Contractor's surveyor shall provide to the owner the hard cover field book(s) containing the construction staking and as-built notes.

64. Additional Funding Agency Contracting Requirements

The Subrecipient and its contractors and consultants shall include in all contracts, subcontracts, and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

- 1.2.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) relating to non-discrimination in performance of the project and to the benefits deriving from it, as implemented by HUD regulation 24 CFR 570.601(a)(1)

- 1.2.2. Title VIII of the Civil Rights Act of 1968, as amended, also known as the Fair Housing Act (42 U.S.C. 3601-2630), relation to non-discrimination in housing, as implemented by HUD regulation 24 CFR 570.601 (a)(2)
- 1.2.3. Executive Order 11063, relating to non-discrimination in housing, as implemented by HUD regulation 24 CFR 570.601(b)
- 1.2.4. Construction projects must comply with the applicable requirements of Section 504 of the Rehabilitation Act of 1973 and The Americans with Disabilities Act of 1990 (ADA)
- 1.2.5. Section 109 of the Housing and Community Development Act of 1974, as amended, prohibiting discrimination in program benefits due to race, religion, color, national origin, sex, age (Age Discrimination Act of 1975) or disability (Section 504), as implemented by HUD regulation 24 CFR 570.602, and the Americans with Disabilities Act (ADA) requirements, as implemented by HUD regulation 24 CFR 570.614(b)
- 1.2.6. Executive Order 11988 relation to evaluation of flood hazards and the flood hazard and insurance protection requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106(a)0, as implemented by HUD regulation 24 CFR 570.605.
- 1.2.7. The relocation, acquisition, and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as implement by HUD regulation 24 CFR 570.606
- 1.2.8. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4851b), and implementing regulations at 24 CFR 35.80-35.175, 35.900 -35.1020 and 35.1300-25.1355 implemented by 24 CFR 570.608.
- 1.2.9. EPA's Lead Renovation, Repair and Painting Program Rule (40CFR 745.61 – 745.339). EPA RRP rule applies to pre-1978 housing and child-occupied facilities and schools located in public and commercial buildings.
- 1.2.10. The regulations, policies, guidelines, and uniform administrative requirements of 2 CFR 200 et seq. as they relate to the acceptance and use of federal funds as implemented by HUD regulation 24 CFR 570.610 and 24 CFR 570.502 (applicability of uniform administrative requirements)
- 1.2.11. The National Environmental Policy Act (NEPA) of 1969 and other statutory environmental requirements, as implemented by HUD regulation 24 CFR 570.604
- 1.2.12. Executive Orders 11625, 12138, and 2 CFR 200.321 in regard to use of minority and women's business firms, as implemented by HUD regulation 24 CFR 570.904(d).
- 1.2.13. The Subrecipient agrees that CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, as implemented by HUD regulation 24 CFR 570.207(a)(3).
- 1.2.14. HUD Regulations for implementing the Community Development Block Grant contained in 24 CFR 570.
- 1.2.15. The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103) and regulations set forth at 48 CFR 23.500.
- 1.2.16. The Subrecipient will comply with all applicable Washington State requirements regarding liens and shall disclose all potential lien claimants as a condition of payment and requirement the prime contractor to disclose all potential lien claimants prior to payment by the Subrecipient.
- 1.2.17. The Construction Labor standards and wage rates set forth in Section 110 of the Housing and Community Development Act of 1974 as amended (42 U.S.C §5310) and as implemented by the HUD

regulation of 24 CFR 570.603. Provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

1.2.18. The Davis Bacon Act (DBA) and Related Acts or HUD-assisted (DBRA)(40.U.S.C §3141 - §3148 provides that contracts to which federal funding is applied for the construction, alternation, and/or repair, including painting and decorating, or of public buildings or public works, which involved the employment of laborers and /or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.

1.2.19. Any construction performed as a part of this agreement is considered a public work project and subject to the Prevailing Wages of Public Works Act (Chapter 19.12 RCW). All bid specifications and contracts for public work projects must contain a provision stating that the required prevailing rates of pay and stipulate that all worked shall receive no less than Washington State prevailing rate of wage for work performed. All contractors and subcontractors working on this project are required to fully comply with these regulations.

1.2.20.2. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, The Subrecipient 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, sexual orientation, gender identity, or national origin. Such action shall include, but not 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 Subrecipient agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the contracting officer setting form the provisions of this nondiscrimination clause.

1.2.20.3. The Subrecipient, will, in all solicitations or advances for employees placed by or on behalf of the Subrecipient, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.2.20.4. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about discussed or disclosed the compensation of the employees or applicant or another employee or applicant. This provision shall not apply to instances in which an employees who has access to the compensation information of other employees or applicants as a part of such employees essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

1.2.21. Section 3 of the Housing and Community Development Act of 1968 as amended, dealing with employment and training of County low-income residents as employees and trainees and utilization of Pierce County businesses as contractors, subcontractors, and suppliers, as implemented by HUD regulations 24 CFR 75 et seq. and 24 CFR 570.607(b): 1.2.21.1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. 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.

1.2.21.2. The parties to the Agreement agree to comply with HUD's regulations at 24 CFR 75 et seq, which implement Section 3. As evidenced by either execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

1.2.21.3. The Subrecipient agrees to send each labor organization or representative of the workers with which the Subrecipient has a collective bargaining agreement or other understand if any a notice advising the labor organization or works representative of the Subrecipients 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 the training and employment positions can see the notice. That notice shall describe the Section 3 preference, shall set forth minimum number of job titles and subject to hire, availability of apprenticeship and training positions, the qualification for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date that the work shall begin.

1.2.21.4. The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75 et seq. and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon funding that the subcontractor is in violation of the regulations in 24 CFR 75 et seq. The Subrecipient will not subcontract with any subcontractors where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 74 et seq.

1.2.21.5. The Subrecipient will certify that any vacant employment positions including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR et seq. require employment opportunities to be directed, were not filled to circumvent the Subrecipients obligations under 24 CFR 75 et seq.

1.2.21.6. Noncompliance with HUD's regulations in 24 CFR 75 et seq. may result in sanctions, termination of this contract of default, and debarment or suspension from future HUD-assisted contracts.

1.2.21.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b) also applied to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the ward of contract and subcontract shall be given to Indian organizations and Indian-owned economic enterprises. Parties to this Agreement that are subject the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b)

1.2.22. The Grantee must comply with the requirements of the Build America, Buy American (BABA Act), 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Note: Copies of applicable laws and regulations are available upon request from the Department of Human Services. A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract, and consultant agreement issued by Subrecipient or its contractors.

65. Additional Funding Agency Federal Labor Standards Provisions (HUD – 4010)

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.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly wages and bona fide fringe benefits (or cash 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

iv. Fringe benefits not expressed as an hourly rate
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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

- vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its reprourement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls i. Basic record requirements

- A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

- B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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 costs anticipated or the actual cost incurred in providing such benefits.
- D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- ii. Certified payroll requirements
- A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system
- B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by

- the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
 2. That each laborer or mechanic (including each helper and apprentice) working 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; and
 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
- E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv Required disclosures and access
- A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available,

or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

- C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4 Apprentices and equal employment opportunity

- A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed. ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 5 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.
- 6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- 7 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.
- 8 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.
- 9 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10 Certification of eligibility. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a). ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a). iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on 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 29 CFR 5.5(b)(1).
3. Withholding for unpaid wages and liquidated damages
 - i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized

representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

- ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 *Anti-retaliation* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. *CWHSSA required records clause* In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic

records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

- D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds \$100,000.

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

The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 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), 40 U.S.C. § 3701 et seq.

The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

TECHNICAL SPECIFICATIONS

Division 1 General

1.10 GENERAL

Sections in these specifications titled “*Common Work for . . .*” shall apply to all following subsections whether directly referenced or not.

Sections in these specifications titled “*Related Sections?*” shall be read as integral to the specification as if they were fully detailed within. All work and materials described in such sections shall be provided and performed by the Contractor.

1.11.02 Reuse of Documents

[CSI 01 11 30]

Contractor and any Subcontractor or Supplier shall not:

1. Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. Reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
3. The prohibitions of this Paragraph will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

1.11.03 Electronic Data

[CSI 01 31 26]

1. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner to Contractor, or by Contractor to Owner, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
2. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30-day acceptance period will be corrected by the transferring party.
3. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data’s creator.

4. Computer Aided Design (CAD) files will not be made available to the Contractor. This includes AutoCAD™, Civil3D™, or other similar file types. Only printed hard copies or electronic representations of hard copies (e.g. PDF) will be provided.

1.13 Permits and Licenses

[CSI 01 41 26]

The Contractor shall acquire and pay all costs for all other necessary permits which may include:

- Electrical Permit

1.14.19 Use of Site

[CSI 01 14 19]

The Contractor shall not store materials or equipment outside the “ staging area”, shown unless approved by the Owner in writing.

The Contractor shall provide, maintain, and adjust erosion control fencing, surface covering, and sediment traps for storm-water runoff as shown on the plans prior to beginning any work activities within this area.

1.20 PRICE AND PAYMENT PROCEDURES

[CSI 01 20 00]

1.21.29 Quantity Allowances

[CSI 01 21 29]

If more or fewer materials are needed when the construction quantity is within plus or minus 25 percent of the bid quantity, costs for restocking of unused materials, or handling and delivery costs on additional materials shall be incidental to the bid price and no additional payment will be made.

1.25.00 Substitution Procedures

[CSI 1 25 00]

Any product or construction method that, in the opinion of the Owner, does not meet these specifications will be considered a substitution. Substitutions must be approved prior to incorporation into the project. The Owner has the right to reject any request for substitution. Incomplete requests will not be reviewed.

Requests shall include an explanation of why the request is being made along with drawings, details, specifications, and samples sufficient to allow the Owner to evaluate the proposed substitute. Requests shall include any change necessary in construction methods with a detailed description and related drawings of the proposed methods. Provide an itemized comparison of each proposed substitution with the specified product or method. If the Contractor believes there are no variations from the bid documents, include a statement to that fact in the request for substitution.

In making a request for a substitution, the Contractor represents that they have investigated the proposed product or method and has determined that it provides equal or superior form and function to the product specified. The Contractor shall coordinate incorporation of accepted substitutions into the work, making changes that may be required for the work to be completed.

The Contractor waives all claims for additional costs and time related to substitutions. The Owner reserves the right to charge the Contractor for the Owner's time required for incorporating the substitution into the work which may include but not be limited to observation, requests for information, and commissioning.

No guarantee is made that product model numbers included in the specifications or on the plans are current at the time of bidding. The bidder shall provide pricing in their proposal for current versions of discontinued models. If the bidder is uncertain of the correct replacement model, or feels there is a price discrepancy, the bidder shall request a substitution following the requirements of section 1.25.13.10 Substitutions Prior to Bid Opening. Requests for price increases after award will not be accepted.

1.25.13.10 Substitutions Prior to Bid Opening

[CSI 1 25 13 10]

Before opening bids, the Owner may consider written requests from product suppliers or prime bidders for substitutions. All requests for substitution must be received by Owner a minimum of 7 working days prior to bid opening. Approval of substitutions will be only by addendum. The bidder shall include in their proposal all costs for any modifications required to adopt the substitute.

1.25.13.15 Substitutions After Contract Execution

[CSI 1 25 13 15]

After contract execution, the Owner will consider requests for a substitution of products or methods in place of those specified. Submit electronically, or two hard copies of each request for a substitution. Submit requests early enough for the Owner to review the request without affecting the schedule. The Owner will review with reasonable promptness and will provide a response within 15 working days after receipt of all information required for the review, unless the complexity of the proposed substitution requires, in the Owner's sole opinion, additional review time.

If the Owner approves a request for substitution, and the Contractor subsequently requests an alternate substitution for the same or similar work, the Owner reserves the right to charge the Contractor for the costs required to review the alternate substitution.

1.30 ADMINISTRATIVE

[CSI 01 30 00]

1.31 Project Management and Coordination

[CSI 01 31 00]

1.31.01 Contractor's Responsibility

[CSI 01 31 01]

The work included in this contract is shown on the contract plans and described in these project specifications. All work incidental and necessary to the completion of the work described and shown shall be performed by the Contractor. In submitting a bid for this project, the Bidder warrants that they are an expert in this and related work, that they understand the process and functions shown, and that various work and processes not shown but necessary for the successful operation of this project will be provided by the Contractor.

The General (or Prime) Contractor is fully responsible for providing the subcontractors and suppliers with all relevant portions of the plans and specifications necessary to bid and construct the improvements.

Damage to existing utilities or property shall be repaired or replaced by the Contractor at the discretion of the Owner.

The Contractor and each of the Subcontractors are responsible for coordinating the required inspections. There are specific requirements for inspection responsibilities and the advance notice that must be given to minimize construction delays. It is the Contractor's responsibility to be familiar with these requirements, include the coordination necessary in this estimate of project costs and schedule, and to comply with the requirements during construction. Failure to follow proper inspection and notification procedures may result in on-site work stoppages and removal or demolition of unapproved structures or systems, all at the Contractor's expense. See Starting and Adjusting section for details.

Do not start work on this project or on any public or private right-of-way or easement until clearance is given by the Owner. It will be the responsibility of the Contractor to comply with the requirements of any permit for the project. Do not hinder private property access without a 24-hour notice to the private property owner, and do not hinder access for more than an 8-hour period. Do not disrupt emergency aid access to private property.

The Contractor is solely responsible for all elements of site safety. Inspections performed by the Owner are only to monitor and record that project plans and specifications are being complied with and construction is consistent with the design intent.

The Contractor is responsible for managing, coordinating, and overseeing its subcontractors, suppliers, manufacturers' representatives, or any other persons performing Work. The Contractor shall designate and have a competent person, familiar with the project and work being performed, on site at all times when work is being performed..

1.31.19 Progress Meetings

[CSI 01 31 19 23]

The Contractor shall schedule and hold regular on-site progress meetings at least every two weeks and at other times as requested by the Owner or as required by progress of the work. The Contractor, Owner, and all Subcontractors active on the site must attend each meeting.

1.32.13 Scheduling of Work

[CSI 01 32 13]

Where the plans or specifications mention notification periods in hours or days, these time periods are assumed to be working days unless specifically stated otherwise. For example, a requirement of 48-hours notification for work desired to be performed at 1:00 pm Monday requires notification be provided no later than 1:00 pm the preceding Thursday.

1.33 Submittals

[CSI 01 33 00]

1.33.23 Shop Drawings, Product Data, and Samples

[CSI 01 33 23]

Submittals are required for all items installed on this contract. Submittal delivery methods will be coordinated at the preconstruction conference.

Submittals may be provided in electronic format (preferred) or hard copy. Owner reserves the right to require the Contractor to provide hard-copy submittals at no additional cost to the Owner. When hard-copy submittals are provided, submit three (3) copies; one set will be returned to the Contractor after review.

Electronic submittal via email is acceptable, however the Contractor shall follow up with the Owner to verify that the submittal was received. The Owner assumes no responsibility for emails that do not make it to the recipient. In the case of electronic submittals, only one copy will be returned to the Contractor, either electronically or hard copy at the Owner's discretion.

Submittal data shall contain sufficient information on each item to determine if it complies with the contract requirements. Submittal cutsheets and datasheets shall be annotated by the Contractor to clearly indicate the equipment and materials that will be provided, including any options or additive items. No generic cutsheets or datasheets will be accepted.

Items installed in the work that have not been approved through the submittal process shall be removed and an approved product shall be furnished, all at the Contractor's expense.

Shop drawing review will be limited to general design requirements only and shall not relieve the Contractor from responsibility for errors or omissions, or responsibility for consequences due to deviations from the contract documents. No changes may be made in any submittal after it has been reviewed except with written notice and approval from the Owner.

Shop drawings shall be submitted on 8½-inch by 11-inch, 11-inch by 17-inch, or 22-inch by 34-inch sheets and shall contain the following information:

- Project Name as it appears on the Document Cover.
- Prime Contractor and Applicable Subcontractor.
- RH2 Engineering.
- Owner's Name: Town of Eatonville
- Applicable Specification and Drawings Reference.
- A stamp or statement that the Contractor has checked the equipment for conformance with the contract requirements, coordination with other work on the job, and dimensional suitability.
- A place for the Engineer to respond. (Engineer may elect to respond using the Engineer's standard forms.)

Submittals that do not comply with these requirements may be returned to the Contractor for re-submittal. The Contractor shall revise and resubmit as necessary. Acceptable submittals will be reviewed as promptly as possible and transmitted to the Contractor not later than 20 working days after receipt by the Engineer. Delays caused by the need for re-submittal shall not be a basis for an extension of contract time or delay damages.

Shop drawings and submittals shall contain the following information:

1. Drawings, dimensions, and weights.
2. Catalog information.
3. Model number, including descriptions for option and accessory codes.
4. Manufacturer's specifications.
5. Special handling instructions.
6. Maintenance requirements.
7. Wiring and control diagrams.
8. List of contract exceptions.

For integrated or package systems (see also 1.61.31), the components, shop drawings, instructions, and other elements may be submitted and reviewed individually. But the initial submittal must include the complete proposed system, and the final submittal must also be for the complete system clearly indicating all changes made during the submittal process.

The Contractor warrants that they have determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, and have checked and coordinated each submittal with the requirements of the work and of the contract documents.

The Owner will pay the costs and provide review services for a first and second review of each submittal item. Additional reviews shall be paid by Contractor by deducting up to \$200 for each hour of review time from the next scheduled payment.

For follow-up submittals, the Engineer will review only those items noted for revision in the preceding review. If the Contractor has modified the submittal in any other way, such modifications must be clearly identified both on a cover transmittal and within the submittal itself.

The Contractor is responsible for identifying the shop drawings and submittals required for this project. Specific submittal requirements may be listed in each section of these specifications. Contractor shall keep a complete and up to date copy of all submittals and review responses at the job site readily available to the Owner for inspection.

1.40 QUALITY REQUIREMENTS

[CSI 01 40 00]

1.42.19 Reference Standards

[CSI 01 42 19]

Work under this contract shall be performed in accordance with applicable sections of the current Standard Specifications for Road, Bridge and Municipal Construction, Washington hereafter referred to as the Standard Specifications.

Certain other referenced standards used in this specification are from the latest editions of:

- Town of Eatonville Municipal Code
- IBC International Building Code
- IFC International Fire Code
- NEC National Electrical Code
- AWWA American Water Works Association
- ANSI American National Standards Institute
- ASA American Standards Association
- ASTM American Society for Testing and Materials
- WSEC Washington State Energy Code

1.45.16 Field Quality Control Procedures

[CSI 01 45 16]

Unless otherwise noted on the plans or within these specifications, provide 48-hour notice to the Owner and appropriate reviewing agency for all inspections required. 48-hour notice is defined as two complete working day notice. Time is not counted on weekends and holidays (inspections required on a Monday or the day after a holiday shall be scheduled a minimum of 48 hours in advance not including the holiday hours or weekend hours.)

1.50 TEMPORARY FACILITIES AND CONTROLS

[CSI 01 50 00]

1.51 Temporary Utilities

[CSI 01 51 00]

Provide all necessary water for construction-related fire protection and utilities required by this contract, or by laws and regulations. Sanitary facilities adequate for all workers shall comply with all codes and regulations.

At the close of this contract, the Contractor shall pay all utility bills that are outstanding, remove all temporary electrical, sanitary, gas, telephone and water facilities, and any other temporary service equipment that may remain. In addition, the Contractor shall arrange for the transfer of electrical and water accounts to the Owner's name.

The Contractor shall make all arrangements for the required construction power. Power is available at some locations on the construction site. The Contractor is responsible for reviewing what is available and providing what is required.

The Contractor shall make arrangements for and provide all necessary facilities for the necessary water supply for construction at their own expense unless otherwise provided.

1.52.00 Construction Facilities

[CSI 01 52 00]

Construct and locate all field offices, all necessary gates and barricades, fences, handrails, guard rails, and securities required by this contract, or by laws and regulations. Provide shelters and dry facilities for the workers as required. Provide all guards, marks, shields, protective clothing, rain gear, and other equipment required by law, ordinance, labor contracts, Occupational Safety and Health Administration (OSHA) regulations, and other regulations for the maintenance of health and safety. Provide first aid kits and equipment as required by law.

1.52.20 Locks and Keys

[CSI 01 52 20]

The Owner will not provide the Contractor unrestricted access to the facility. Access procedures will be provided at the required pre-construction conference.

1.54 Construction Aids

[CSI 01 54 00]

The Contractor or product manufacturer may include work, materials, or components to aid in shipping, storage, installation, or other work for their convenience. Such items shall be removed prior to final project acceptance if they may interfere with the operation or maintenance of permanent work. Some examples include, but are not limited to:

- Lifting eyes: Remove only if a safety concern, obstruction, or directed by Owner.

- Picking holes: Plug holes of buried and exterior items, or if safety concern.
- Intermediate or shipping bracing: Remove and dispose.
- Protective shipping adhesives, coatings, or covers: Remove and clean residue.

1.70 EXECUTION AND CLOSEOUT REQUIREMENTS

[CSI 01 70 00]

1.71 Examination and Preparation

[CSI 01 71 00]

1.74 Cleaning and Waste Management

[CSI 01 74 00]

1.74.13 Progress Cleaning

[CSI 01 74 13]

If an area of the project will be left idle, or minimal work performed for more than two weeks, the Contractor shall clean up the area prior to moving. In this context, clean-up means: stockpiles and materials shall be removed so as not to be obstructions or hazards; surfaces graded smooth as to their purpose; traffic control systems removed, and parking lot restored to the satisfaction of the Owner.

1.74.23 Final Cleaning

[CSI 01 74 23]

All areas impacted by the work shall be restored to at least original condition, unless specifically identified otherwise in the plans or specifications. All costs are incidental.

Clean up debris and unused material and remove from the site and any buildings. If vehicle traffic causes ruts, repair asphalt (new or existing) in paved areas. In non-traffic areas back track with dozer or excavator and repair to final surface condition including necessary hydroseed, mulch, and landscaping. Eliminate weeds within the construction area prior to project closeout.

Buildings shall be broom clean and all foreign damage or markings removed or repaired.

Equipment shall be washed clean using appropriate methods.

Unpainted exposed concrete structures shall be cleaned to a consistent bare concrete surface finish. Remove extraneous substances such as efflorescence, leakage residue, and excess repair materials.

Remove existing equipment or materials identified in the contract documents or that interfere with the work. Dispose of all such existing equipment or materials unless the Owner requests items to be salvaged for their use. Owner has first right of salvage.

1.75 Starting and Adjusting

[CSI 01 75 00]

1.75.16 Startup Procedures

[CSI 01 75 16]

1.75.16.10 Startup

[CSI 01 71 16 10]

See the Division 16 – Electrical for additional startup and testing information.

Startup shall consist of a simulated operation of all equipment and controls. The purpose of startup shall be to check that all equipment will function under operating conditions, that all interlocking controls and sequences are properly set, and that the facility will function as an operating unit.

Startup shall not occur on a Saturday, Sunday, Monday, Friday, on an Owner recognized holiday, or the day before or after an Owner recognized holiday unless approved in advance by the Owner.

Technically qualified product representatives shall be present for the startup phase. All representatives shall be trained, qualified, and have experience in troubleshooting and fixing field issues. The startup shall continue until it is demonstrated that all functions, controls, and equipment are functioning correctly.

1.75.16.12 Startup and Testing Coordination

[CSI 01 75 16 12]

The Contractor shall conduct all testing and startup. Testing and startup shall not be a cause for claims for delay by the Contractor and all expenses for testing and startup shall be incidental to this contract.

The placing of all improvements in service shall consist of three parts: “testing”, “startup”, and “operation”. Not less than 21 calendar days before the anticipated time for beginning testing, the Contractor shall notify and submit to the Owner for approval, a complete plan for the following:

1. Schedules for tests:
 - A. Emergency power system
2. Detailed schedule of procedures for startup.
3. Complete schedule of events to be accomplished during testing.
4. An outline of work remaining under the contract that will be carried out concurrently with the operation phases.

Failure to provide proper notification to the Owner may lead to liquidated damages if schedule cannot be maintained. If rescheduling is required because components are not

ready for testing, the notification requirements are reset as needed to provide 21 calendar days advance notice to reserve the Owner Representatives' time.

The Contractor shall arrange for all materials, supplies, and labor necessary to efficiently complete the testing, startup, and operation. Measuring devices must be functional, accurate, legible, and scaled appropriately for the test. The Owner has the right to reject or require verification for any measuring device the Owner suspects in its accuracy.

1.75.16.20 Testing

[CSI 01 75 16 20]

The Contractor may periodically request preliminary testing for items that must be covered or tested before other work can proceed. In these cases, do not cover up or test the work without timely notice to the Owner of its readiness for testing. Should any work be covered up without notice, approval, or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense. All necessary equipment shall be set up and the work given a preliminary test so that defects may be discovered and repaired prior to calling out the Owner to witness the test.

Final testing consists of individual tests and checks made on equipment intended to provide proof of performance, operation, and control in the presence of the Owner. Assure proper alignment, size, condition, capability, strength, adjustment, lubrication, pressure, hydraulic test, leakage test, and all other tests deemed necessary by the Owner to determine that all materials and equipment are of specified quality, properly situated, anchored, and in all respects ready for use. Any certificates required in these specifications by the manufacturer's representatives shall be supplied to the Owner prior to startup.

Tests on individual items of equipment shall be as necessary to show proper system operation. During testing, the Contractor shall correct any defective work discovered. Startup shall not begin until all tests required by these specifications have been completed and approved by the Owner.

Not less than five working days before the anticipated time for beginning the testing, the Contractor shall provide a list of representatives that will be attending the testing. The Owner may request additional representatives at no additional cost if said representatives are identified in these specifications.

Qualified product representatives to be on site for the following equipment, at a minimum:

- Generator

Additional representatives required may be identified elsewhere in these specifications.

1.75.16.22 Scheduling of Owner Review for Testing

[CSI 01 75 16 22]

See Division 1.75.16.12 for scheduling and notification requirements.

The Contractor shall provide notification two working days and two working hours (to confirm readiness) of the scheduled test(s) to the Owner confirming that the Contractor has successfully completed all preliminary testing and that all equipment, tools, materials, labor,

subcontractors, manufacturer's representatives, and all other items required for witnessed testing are available and fully functional. Failure to provide advance notification and confirmation or meet any of the testing requirements will constitute a failed test in accordance with the section Inspection and Tests of the General Conditions.

A detailed testing schedule shall be provided by the Contractor and updated as needed to be at least 48 hours ahead of actual testing. If testing requires downtime in order to perform repairs due to failed test, the Contractor shall pay the Owner in the amount of \$200 per hour per Owner Representative on site (minimum of \$400 per scheduled visit) for downtime lasting longer than 2-hours required to complete repairs to verify the complete construction is ready for startup and operation. This amount will be deducted from the appropriate bid item that relates to the finished construction and documented by the Owner at their discretion. The Contractor must have all systems pre-tested prior to calling the Owner for formal testing.

Schedule shall include control system testing starting on Mondays or Tuesdays so that the remainder of the week can be used to identify the stability of the control system for the SCADA system. Control system testing shall not start on a Thursday, Friday, or the day before an Owner recognized holiday.

1.78 Closeout Submittals

[CSI 01 78 00]

1.78.23 Operation and Maintenance Data

[CSI 01 78 23]

Failure to provide acceptable final documentation including operation and maintenance (O&M) manuals and as-built drawings will result in non-payment of the appropriate bid item in the schedule of prices.

See also the Automatic Controls section for additional requirements for automatic control systems manuals. Detailed requirements for specific equipment and systems may also be included in their respective specification sections.

Remove and preserve all tags and instructions that come packaged with or attached to equipment. Deliver all such documents to the Owner bound in a three-ring binder or with the O&M Manual. Insert documents in sleeves if they cannot be punched. Scan all such documents to Adobe PDF format and provide with the O&M Manual.

Prior to the receipt of payment for more than 90 percent of the work, deliver to the Owner acceptable manufacturer's instructions covering equipment and systems O&M procedures, for coatings furnished under this contract, and any additional items indicated by the Owner.

The operating and maintenance instructions shall include, as a minimum, the following data for each coating and equipment item:

Products

- A. Identification including brand name, model number, and serial numbers.
- B. Date of manufacture and date of installation on job site.
- C. Complete as-built elementary wiring and one-line diagrams.

- D. Complete parts list, by generic title and identification number, complete with exploded views of each assembly.

Maintenance

- A. Recommended spare parts.
- B. Lubrication schedule including the applicable lubricant designation available from the Standard Oil Company of California.
- C. Recommended preventive maintenance procedures and schedules. Schedule shall be provided for daily, weekly, monthly, quarterly, semi-annually and annually maintenance.
- D. Disassembly and re-assembly instructions including parts identification and a complete parts breakdown for all equipment.
- E. Weights of individual components of each item of equipment weighing over 50 pounds.
- F. Name, location, and telephone number of the nearest suppliers and spare parts warehouses.
- G. All manufacturers' warranties. Include name, address, and telephone number of the manufacturer's representative to be contacted for warranty, parts, or service information.
- H. Cleaning, repair, and maintenance instructions for each coating system.
- I. Provide USB flash drive or DVDs utilized in the manufacturer's instruction program.

Operation

- A. Recommended trouble-shooting and startup procedures.
- B. Recommended step-by-step operating procedures.
- C. Emergency operation modes, if applicable.
- D. Normal shutdown procedures.
- E. Long term shutdown (mothballing) procedures.
- F. Equipment specifications and guaranteed performance data.
- G. General manuals which describe several items not in the contract will not be accepted unless all references to irrelevant equipment are neatly eradicated or blocked out.

Provide 3 hard copies of O&M manuals (2 for Owner, 1 for RH2). A duplicate USB or DVD copy may be provided but shall not substitute for a hard copy unless approved by the Owner.

Bind each set of instructions into multiple volumes; each volume to be complete with an index and bound in a suitable, hard-covered binder. Binders shall be hardback construction with full-length metal hinge. 3-inch to 5-inch width as appropriate for the quantity of O&M documentation. More than one binder may be required for large projects. Binders equal to Wilson-Jones WLJ344 series or WLJ369 series or Specialty Loose Leaf models 87784, 98085, 98086, or 98984.

Manuals shall be assembled and indexed so that information on each piece of equipment can be readily found.

The Contractor shall secure and deliver to the Owner all equipment warranties and other warranties and guarantees required for all equipment and processes. Delivery shall be done at one time covering all major and minor equipment warranties. Copies of the warranties shall be included in each O&M Manual.

See Division 1.43.20 for details regarding required warranties for specific components.

1.78.39 Project Record Documents

[CSI 01 78 39]

Prior to receiving final payment for the work, deliver a complete set of “As-Constructed” records (also called as-built, or record plans) to the Owner. The Owner has sole discretion to determine if the records provided are legibly and accurately presented and may request revisions, which shall be provided by the Contractor at no additional cost. Records shall be made as follows or as approved by the Owner:

- Yellow markings or highlights = deleted items
- Red markings = new or modified items

Records shall be made on clean unmarked ANSI D-size hard-copy prints and shall be provided in PDF format.

Provide “as-constructed” information on all items and work shown on the plans showing details of the finished product including dimensions, locations, outlines, changes, manufacturers, etc. The information must be in sufficient detail to allow the Owner’s personnel to locate, maintain, and operate the finished product and its various components.

See also electrical plan requirements in Division 16.05.

1.79 Demonstration and Training

[CSI 01 79 00]

1.79.10 Training

[CSI 01 79 10]

At the time that the facility is ready to be put into operation, the Contractor is to conduct an operation and maintenance training meeting with the Owner to explain in detail the operation and maintenance requirements of each of the facility’s components. The training meeting shall not occur on the same days as a startup.

Operation of the facility shall commence immediately after completion of testing, startup, and training and after satisfactory repairs and adjustments have been made.

Division 2 Sitework

2.00 GENERAL

[CSI 32 00 00]

Sections in these specifications titled “*Common Work for . . .*” shall apply to all following subsections whether directly referenced or not.

2.05 Common Work for Exterior Improvements

[CSI 32 05 00]

This division covers the work for providing materials and performing all sitework as described in these specifications and as shown on the Plans.

Part 1 – General

Submittals

Submittal information shall be provided to the Owner for the following items:

- Erosion and Sedimentation Control Plan
- Crushed Surfacing
- Hydroseed
- Topsoil

Other items listed in this section or required by the Owner.

2.10 SITE PREPARATION

2.10.2 Clearing and Grubbing

[CSI 31 11 00]

Part 3 – Execution

Construction

Clearing and grubbing shall be performed by the Contractor to remove and dispose of unwanted debris, vegetative matter, and other items noted on the Plans within the construction limits and shall conform to Section 2 of the Standard Specifications.

Protect trees and tree roots, structures and foundations, utilities, fences, and all other existing improvements not being removed regardless if shown to be protected on the Plans.

Remove and relocate permanent improvements that are within the construction limits, such as mailboxes and traffic signs. Locate mailboxes to preserve mail service during construction. Return facilities to original location, or plan location, at completion of local work.

Do not remove organic material including plants, grasses, trees, and native topsoil unless directed on the Plans. Where the Contractor is allowed to clear areas to facilitate construction but is not required to, restore any areas disturbed by construction to existing or better

condition including matching surface restoration with seed, sod, or plantings as shown in adjacent areas required to be modified by the Plans. Restoration shall be completed at no additional cost to the Owner.

2.11.7 Gravel Base Course

[CSI 32 11 23.10]

Part 1 – General

Summary

All fill placed directly under and against paving, foundations, and structures shall be “Gravel Base Course” unless otherwise called out on the Plans.

References

Aggregate for gravel base course under structures, and foundations shall conform to Section 9-03.10 Aggregate for Gravel Base or 9-03.9(3) Crushed Surfacing Base Course of the Standard Specifications.

Aggregate for gravel base course under roadways, paved areas, sidewalks, and for gravel areas shall conform to Section 9-03.9(3) Crushed Surfacing Base Course of the Standard Specifications.

2.11.8 Gravel Top Course

[CSI 32 11 23.11]

Part 1 – General

Summary

Gravel travelled surfaces shown on the Plans shall be “Gravel Top Course”. Gravel top course may also be required directly under paving by the road jurisdiction or if shown on the plans.

References

Aggregate for gravel top course shall conform to Section 9-03.9(3) Crushed Surfacing Top Course and Keystone of the Standard Specifications.

2.12.2 Cement Concrete Pavement

[CSI 32 13 13]

Part 1 – General

References

Cement concrete pavement, sidewalks, curb and gutter shall meet the requirements of Division 3. Construction shall comply with Section 5-05 of the Standard Specifications.

Part 3 – Execution

Examination

Evidence of pavement damage such as surface cracking, ponding, or other variations in surface consistency shall be investigated by the Contractor and reported to the Engineer.

Construction

Pavement areas damaged by construction activities shall be removed and reconstructed at the Contractor's expense to the road agency's standards.

Adjust manhole covers, valve covers, survey markers, and other existing surface features to the finished grade of the new surfacing in conformance with the local road agency standards. Otherwise, set as follows:

- Storm sewer grates: 0.10 foot below finished grade.
- Valve boxes, manhole covers, survey markers: 0.00 to 0.01 foot below finished grade.

2.12.3 Hot Mix Asphalt (HMA) / Asphalt Concrete Pavement (ACP)

[CSI 32 12 16]

Part 1 – General

Definitions

The Plans and specifications may call out Hot Mix Asphalt (HMA) or Asphalt Concrete Pavement (ACP). The terms are synonymous.

References

Hot Mix Asphalt (HMA) shall comply with Section 5-04 of the APWA General Special Provisions. All HMA shown on the Plans shall be Commercial HMA unless otherwise noted. Furnish, place, spread, and compact to the thickness shown on the Plans.

HMA used for road paving and patching shall comply with Section 5-04 of the Standard Specifications for HMA Class 1/2-inch. HMA used for driveways and parking lots shall be HMA Class 3/8-inch. Furnish, place, spread, and compact to the thickness shown on the Plans.

2.12.10 Pavement Marking/Striping

[CSI 32.17.23]

Part 1 – General

References

Install pavement marking in accordance with 8-22 of the Standard Specifications and any Owner standards more stringent than the Standard Specifications.

Part 3 – Execution

Repair/Restoration

Replace pavement marking damaged or removed during construction. Cost is incidental to the contract unless a pay item is provided.

Installation/Construction

Provide markings on all new pavement per the local traffic agency's requirements.

Pavement marking shall match existing marking at the site unless noted otherwise on the Plans or within these specifications.

2.25.3 Temporary Erosion and Sedimentation Control

[CSI 01 57 13.13]

Part 1 – General

Quality Assurance

The Temporary Erosion and Sedimentation Control (TESC) plans shown on the construction Plans are the minimum requirements for the anticipated site conditions. The Contractor shall add additional TESC facilities or processes as necessary to ensure that erosion and sedimentation problems do not occur. The Contractor shall inspect the TESC facilities daily and maintain the systems as necessary to prevent off-site damage.

Part 2 – Products

Materials

Straw or mulch shall be applied to exposed surfaces to minimize erosion and filter surface water runoff. Where straw or mulch is required for erosion control, apply to a minimum thickness of 2-inches. Straw shall not include Reed Canary grass.

Part 3 – Execution

Installation/Construction

All TESC systems required for this project, must be installed prior to any clearing, grubbing, excavation, trench work, or other work that could result in off-site stormwater or material flows. TESC systems must remain in place throughout the duration of the construction activities. The systems may be relocated to complete construction activities if their location impedes the associated work. If the systems are relocated to complete any work, they must be reinstalled to protect the construction and surrounding areas prior to commencing work on other portions of the project.

Take care and diligence to minimize erosion exposure and provide TESC measures as shown on the Plans and required by construction practice.

2.25.4 Temporary Storm Water Pollution Control

[CSI 01 57 23]

Part 3 – Execution

Field Quality Control

The Contractor shall be responsible for meeting all construction stormwater discharge water quality requirements including State of Washington (WAC 173-220-020).

If the project is fined by the permitting authority, that fine shall be paid by the Contractor at no additional cost to the Owner.

2.90 LANDSCAPING

[CSI 32 90 00]

2.90.1 Common Work for Landscaping

[CSI 32 90 05]

Part 1 – General

Submittals

In addition to Division 2.05, provide the following information.

- Wood Chips

Project/Site Conditions

Prevent damage to existing features, pavement, utility lines, areas to receive planting and other features remaining as part of final landscaping and/or site improvements.

Quality Assurance

The Contractor, with the approval of the Owner will select a qualified testing laboratory to test and inspect operations under this Section at the Contractor's expense. Notify testing laboratory of times for inspections.

Notify Owner if any undesirable conditions are met during construction so that supplemental recommendations can be made.

Part 3 – Execution

Examination

Examine proposed landscape areas and conditions of installation. Do not start landscape work until unsatisfactory conditions are corrected and approved by the Owner's Authorized Representative.

Notify Owner's Authorized Representative at least 7 working days prior to installation of landscape material.

The Owner will make final inspection to determine acceptance of landscape areas, upon Contractor's request. Provide notification at least 10 working days before requested inspection date. Landscape areas will be accepted, provided all requirements, including maintenance, have been complied with.

Cleaning

During landscape work, keep adjacent areas clean and work area in an orderly condition.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment as instructed by Owner. Repair damage resulting from landscape operations.

2.90.10 Topsoil

[32 91 19.20]

Part 2 – Products

Materials

Protect existing topsoil in seeding/planting areas or remove and stockpile for later use. Existing topsoils that are contaminated or degraded due to the Contractor's activities shall be replaced by the Contractor at no cost to the Owner.

Import topsoil shall be naturally occurring surface soil with a maximum sand content of 60 percent. Topsoil shall have no evident rocks or debris over ½-inch. Acidity pH range shall be between 5.0 and 6.5. Organic matter content shall be 10 to 20 percent by dry weight. Add dolomite limestone, if required, to obtain pH. Limestone, if used, shall be finely ground, passing a minimum of 90 percent through the U.S. Standard No. 8 sieve and 20 percent through the U.S. Standard No. 100 sieve. Add approved nutrients, if required, to bring nutrients to a satisfactory level for planting as recommended by a qualified testing laboratory (exclude nitrogen, potassium, and phosphorus).

Part 3 – Execution

Installation

In planter areas, soil excavated shall be mixed with organic compost in a ratio of 1/3 organic compost to 2/3 sandy loam.

In seeding areas, place topsoil and rake or blade to a smooth, consistent surface. Do not compact. Install 2-inch depth topsoil unless specified otherwise on the plans or within the specific seeding/planting specification section.

Dispose of excess soil per the Owner's instructions.

2.90.11 Seed

[CSI 32 92 19.16]

Part 1 – General

Related Sections

- Division 2.90.21 Erosion Control Matting

Scheduling

Apply seed within the optimum seeding windows whenever possible. Seed may be used for temporary erosion control only with the approval of the Owner. Time construction practices to minimize bare, cleared, and excavated areas so that surfaces are seeded and seed germinates and grows stabilizing surfacing as soon as possible. The optimum seeding windows are April 1 through June 30 and September 1 through October 1. Seeding that occurs between July 1 and August 30 will require irrigation until 75 percent grass cover is established. Seeding that occurs between October 1 and March 30 will require a mulch layer 2-inches thick until 75 percent grass cover is established.

Maintenance

Provide temporary irrigation, mulch or plastic sheeting (plastic sheeting for short term protection only, 7 days maximum) to seeded areas as required for establishment and to protect the seed from construction activities at no additional cost to the Owner.

Part 2 – Products

Materials

Areas that have seed applied by hand shall have a minimum 2-inch thick layer of compost-based mulch or 1-inch layer of topsoil. Slow-release fertilizers shall be used. Fertilizer shall not be agitated more than 20 minutes in the hydromulch machine before it is to be used.

Western Washington Seed Mix

Install seed, fertilizer, and mulch for seed mix at the following application rates:

Seed 180 pounds per acre

Fertilizer 90 pounds per acre, 10-4-6 Nitrogen-Phosphorus-Potassium (N-P-K)

Mulch 1,500 pounds per acre

BFM/MBFM 3,000 pounds per acre (for 2:1 slopes and steeper)

Ditch/Pond Seed Mix			
Name	Proportion by Weight	% Purity	% Germination
Tall or Meadow Fescue	75-80%	98%	90%
Seaside/Creeping Bentgrass	10-15%	92%	85%
Redtop Bentgrass	5-10%	90%	80%
All Other Areas Seed Mix			
Name	Proportion by Weight	% Purity	% Germination
Redtop or Oregon Bentgrass	20%	92%	85%
Red fescue	70%	98%	90%
White Dutch Clover	10%	98%	90%

Part 3 – Execution

Preparation

Install 2-inches of import topsoil over areas that will be seeded.

The seedbed should be firm and rough. All soil should be roughened regardless of slope. If compaction is required, slopes must be track walked before seeding. Backblading or smoothing of slopes greater than 4:1 is not permitted if they are to be seeded.

Installation

All disturbed surfaces within the project not otherwise covered by asphalt, gravel, quarry spalls, concrete, or other plant material/landscape items shall be seeded, except ditches and swales may have seed applied by hand. Apply seed prior to installing erosion control blankets.

Field Quality Control

These specifications are the minimum requirements for the anticipated conditions. The Contractor is responsible to ensure seeded areas establish ground cover and to provide any additional measures necessary to establish ground cover in seeded areas. Any seeded areas that fail to establish at least 75-percent cover (100-percent cover for areas that receive sheet or concentrated flows) shall be reseeded at no additional cost to the Owner.

Provide a temporary irrigation system until growth is established if seeding is applied between April 1st and October 1st in Western Washington or Oregon, or for any work at any time in Eastern Washington. Remove temporary irrigation systems when no longer required.

2.92.30 Weed Control

[CSI 32 01 90.41]

Part 1 – General

Definitions

Weeds are defined as the common definition. An undesired plant.

Grasses (other than ornamental grasses) growing within planter areas shall also be considered a weed.

Weed Control means eradication of weeds by mechanical, chemical, or biological means that prevents regrowth for no less than 6 months.

Performance Requirements

Control weeds within the construction limits and any areas disturbed by construction activities.

Submittals

Submit on chemicals or biological processes proposed for weed control.

Scheduling

Intermittent weed control activities should be expected during construction. Final weed control shall occur after final site cleanup and prior to project acceptance.

Part 3 – Execution

Installers

Products used that are not consumer-purchasable at public retail stores may only be applied by an applicator with a Commercial Applicator or Commercial Operator license.

Field Quality Control

The Contractor is responsible for confining weed control products to the site.

Division 3 Concrete

3.00 GENERAL

Sections in these specifications titled “*Common Work for . . .*” apply to all following subsections whether directly referenced or not.

3.05 Common Work for Concrete

[CSI 03 05 00]

Part 1 – General

This division covers that work necessary for furnishing and installing all concrete as described in these specifications and as shown on the Plans.

References

Materials shall conform to the following standards:

- Cement - ASTM C150
- Coarse aggregate - ASTM C33
- Fine aggregate - ASTM C33
- Admixtures - ASTM C494
- Air-entraining admixtures – ASTM C260
- Fly Ash – ASTM C618

Submittals

Submittal information shall be provided to the Owner for the following items:

- Concrete mix design including aggregate gradation and substantiating strength data.
- Admixture Data
- Special placement procedures for hot or cold weather
- Construction Joint Plan
- Concrete anchors

Concrete mix designs shall be submitted to the engineer for approval a minimum of two weeks prior to placing any concrete. The mix design shall include the amounts of cement, fine and coarse aggregate, water and admixtures, as well as the water cement ratio, slump, concrete yield, aggregate gradation, and substantiating strength data in accordance with ACI 318, Chapter 5. A batch plant inspection may be required, the cost of which shall be paid by the Contractor. Review of mix submittals by the engineer of record indicates only that information presented conforms generally with contract documents. Contractor or supplier maintains full responsibility for specified performance.

Part 2 – Products

Components

Nominal maximum size for aggregates is the smallest standard sieve opening through which the entire amount of aggregate is permitted to pass. Provide intermediate aggregate grades as required to achieve a well-graded mix.

All concrete surfaces exposed to weather or standing water shall be air entrained. Total air content shall be in accordance with IBC requirements unless specified otherwise herein. Air shall be measured at the truck, unless otherwise agreed to.

Water used in concrete shall be potable.

Fly ash may be substituted for up to 15 percent of the required cement, except where noted.

Any products that will be applied to the surface of the concrete and will be in contact with potable water must carry NSF 61 certification. Any concrete admixtures used in potable water storage structures must also carry NSF 61 certification.

Mixes

Concrete shall be mixed, conveyed, and proportioned in accordance with IBC section 1905.

The concrete mix shall include the amount of cement, fine and coarse aggregate, including aggregate gradations, water, and admixtures as well as water cement ratio, slump, concrete yield, and sustaining strength data in accordance with these specifications, the requirements of the International Building Code Section 1905, and the requirements of ACI 318.

Finishes

Coat all aluminum in contact with concrete as specified in Division 9.

Part 3 – Execution

Inspection

See Statement of Special Inspections on the Drawings for special inspection requirements. Provide two (2) full working day notice to Owner prior to needing the required inspections.

Also comply with local building department and permit requirements for inspection and notification.

The Contractor shall repair, replace or modify, as appropriate, any items noted in the Special Inspector's inspection or the building department inspection.

3.06 Maintenance of Concrete

[CSI 03 01 00]

3.06.30.71 Resurfacing of Cast-in-Place Concrete

[CSI 03 01 30.61]

Part 1 – General

This division covers that work necessary for repairing spalled and damaged concrete. Repair any areas with deterioration exceeding 1/2-inch, where rebar is exposed or where directed by the Owner.

Part 2 – Products

Materials

CONCRETE REPAIR MATERIAL: SikaTop 111 PLUS or equal cement-based repair mortar. Mortar shall be ANSI/NSF Standard 61 approved if in contact with potable water and contain a corrosion inhibitor. See Manufacturer's Literature for primer and auxiliary products appropriate for use with the repair material.

Siloxane / Silane sealer shall be Tnemec / Chemprobe Prime-A-Pell 633 or Prime-A-Pell H20.

Part 3 – Execution

Preparation

The Contractor shall be familiar with the product and methods and be prepared to discuss the repair procedure at the Preconstruction Meeting.

High pressure power-wash the exposed structure to remove all loose, delaminated concrete to sound concrete.

Surface Preparation: Remove loose, delaminated concrete to sound concrete. Where corrosion of the reinforcement exists, continue bulk removal along the reinforcing steel and adjacent areas with evidence of corrosion-induced damage Under-cut all exposed reinforcing steel by a minimum of 3/4-inch. The shape of the prepared cavity should be square or rectangular in shape. The edges of the patches shall be saw-cut perpendicular to the surface to a minimum depth of 1/2-inch. Repair area shall be a minimum of 1/2-inch deep throughout. Use abrasive blasting to remove residual dust, debris, fractured concrete, and contaminants that prevent proper bonding. Following abrasive blasting, blow out repair areas with oil-free compressed air. The final surface texture should be rough with minimum 1/8-inch amplitude.

Treatment of exposed reinforcement: All signs of corrosion should be removed from exposed reinforcing steel by an abrasive blasting, wire wheel or needle scaler. If the cross-sectional area of the reinforcing steel has been significantly reduced, the engineer should be consulted. Prime reinforcing as recommended by the repair material manufacturer.

Installation

Surface Saturation: Saturate surface with potable water. The base concrete shall be in a saturated surface dry (SSD) condition prior to application of repair material to prevent a rapid loss of moisture from the repair material and into the substrate.

Mixing and Application of Repair Material: Mixing and application shall be in strict accordance with the manufacturer's instructions. Apply the material with adequate pressure before the bond coat dries. Thoroughly consolidate the repair material into the corners of the patch and around any exposed reinforcement in the repair zone. If a second lift is required, thoroughly roughen the surface of the first lift by scoring the soft mortar to achieve an aggressive finish, similar in profile to the prepared concrete substrate. If the second lift will not be immediately applied, keep the first lift moist until application of the second lift. Finish to match existing surface. Cure using curing compound.

Apply silane sealer as specified to exposed surfaces and edges of roof slab.

3.10 FORMING AND ACCESSORIES

[CSI 03 10 00]

3.11 Formwork

[CSI 03 11 00]

3.11.13 Structural Cast in Place Forming

[CSI 03 11 13]

Part 1 – General

The Contractor shall submit a construction joint plan to the Engineer for review prior to formwork and rebar installation if altered from that shown on the Plans. Modifications to the construction joints shall be submitted to the Engineer no less than 7 working days prior to placing the forms and rebar.

Part 2 – Products

Materials

Unless otherwise directed, coat contact surface of forms with colorless, non-staining, mineral oil that is free from kerosene, or other approved suitable material, to permit satisfactory removal of forms without concrete damage. Form-release agent for interior of potable water storage structures shall be National Sanitation Foundation Standard (NSF) No. 61 approved for use in direct contact with potable water.

Form construction for surfaces covered with backfill shall be made of steel, plywood, or dressed, matched lumber. Form construction for exposed surfaces shall be made of new plywood or steel without surface markings.

Form ties for use in liquid containment structures shall be standard plastic cone snap-ties with $\frac{3}{4}$ -inch diameter neoprene waterstop washer or removable taper ties. Use Greenstreak

X-plugs with removable taper ties or equal. Contractor shall submit to the Engineer form ties to be used for review prior to installation.

Part 3 – Execution

Installation/Construction

Concrete forms shall be sufficiently tight to prevent leakage of concrete or mortar and shall be properly braced or tied together to maintain desired position and shape until removed.

Conduits, pipes and sleeves of any material not harmful to concrete and within the limitations of ACI 318, Section 6.3 are permitted to be embedded in concrete with approval of the Engineer. Provide a 3/4-inch chamfer or radius at all exposed corners and edges, unless specifically stated otherwise on the Plans.

Forms shall remain in place until the concrete has developed sufficient strength to withstand imposed loads without damage or deflection. Wall and slab forms shall remain in place for a minimum of 24 hours after completion of the pour. Forms for beams and suspended slabs shall remain in place for a minimum of 14 days AND until concrete has developed 28-day design strength, unless approved by the Engineer. The Contractor shall coordinate with the testing lab to verify concrete strength prior to form removal.

Do not allow water to flow through areas where forms are to be placed. During form construction and prior to placement of concrete, keep footings and floor slab areas free of standing water.

Field Quality Control

Variations from plumb, specified grade, conspicuous lines, and walls shall not exceed plus or minus 1/4-inch in any 10-foot length, and shall not exceed one inch over the entire length. Variations from dimensions shall not exceed plus or minus 1/2-inch. Closer tolerances shall be achieved by the Contractor as necessary to accommodate equipment and other permanent materials.

3.15.02 Premolded Joint Filler

[CSI 03 15 30 or 07 91 26]

Part 1 – General

References

Premolded joint filler for expansion or through joint applications shall conform to the specifications for “Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction”, AASHTO M 213, except the requirement for water absorption is not applicable.

Part 2 – Products

Materials

The thickness and width of premolded joint filler shall be as indicated on the Plans. Where no premolded filler thickness is indicated, the thickness shall be 3/4-inch.

3.15.19 Concrete Anchors

[CSI 03 15 19 (cast-in) or 05 05 19 (drilled)]

Part 1 – General

Quality Assurance

Installation of adhesive anchors shall be performed by personnel certified in accordance with the ACI/CRSI Adhesive Anchor Installer Certification Program. In lieu of certification the installer shall attend on-site training held by the adhesive manufacturer prior to the installation of adhesive anchors.

Part 2 – Products

Materials

Concrete Anchors shall be Hilti HIT 500-V3, Simpson SET-XP, or equal.

Threaded rod shall be stainless steel except in dry locations.

Part 3 – Execution

Installation

Install in accordance with Manufacturer's recommendations. Special Inspection in accordance with IBC, Section 17, must be provided. Provide a minimum of 48 hours' notice to Engineer prior to starting installation. Concrete anchors shall not be used to resist tension or fatigue loading without Owner's evaluation and approval.

Use threaded rod or reinforcing bar as shown on the drawing, and meeting Manufacturer's recommendations. Provide minimum embedment as shown. Holes shall be drilled with carbide-tipped drill bit. Holes shall be cleaned of dust and debris. Adhesive shall be inserted with a mixing nozzle.

3.20 REINFORCING

[CSI 03 20 00]

3.21 Reinforcement Bars

[CSI 03 21 00]

3.21.11 Plain Steel Reinforcement Bars

[CSI 03 21 11]

Part 1 – General

References

ACI – American Concrete Institute- latest edition

CRSI Manual of Standard Practice – latest edition

Part 2 – Products

Materials

Grade – ASTM A706, Grade 60

ASTM A615, Grade 60 shall be permitted if:

- (a) The actual yield strength based on mill tests does not exceed f_y by more than 18,000 psi; and,
- (b) The ratio of actual tensile strength to the actual yield strength is not less than 1.25.

Detailing - ACI 318 and ACI 315

Lap requirements - See schedule on Plans or as required by ACI 318

Tie wire - 16 gauge minimum

Bar supports shall conform to “Bar Support Specification” CRSI Manual of Standard Practice, MSP-1-80. Provide Class 1, plastic protected bar supports. Use pre-cast concrete blocks to support bars off ground. Bar supports in water holding and buried structures shall be non-metallic.

Part 3 – Execution

Installation

Reinforcing steel shall be detailed in accordance with ACI 315 and 318 and as shown on the Plans. Bend wire bar ties away from formwork to provide the same concrete clearance as shown on the Plans to the bars.

Welding of reinforcing steel shall not be performed unless specifically approved by the Engineer. If approved, Contractor will arrange and pay for all required Special Inspections associated with welding of reinforcing steel.

Field Quality Control

Reinforcing steel shall be free of rust and loose scale at time of concrete placement. Bars with kinks, improper bends, or reduced cross-section due to any cause will not be used. Bars shall not be field bent. Bars may not be tack-welded or otherwise heated.

If, within the project warranty period, rust spots appear on the concrete due to failure to achieve proper clearance on the rebar or wire ties, the Contractor shall grind out and patch the areas using a method satisfactory to the engineer.

3.30 CAST-IN-PLACE CONCRETE

[CSI 03 30 00]

3.30.05 Common Work for Cast in Place Concrete

[CSI 03 30 05]

Part 1 – General

Delivery

Concrete shall be transported in a truck mixer to the jobsite and discharged within 1.5 hours after cement has been added to water or aggregates. Rejected concrete will be at Contractor's expense.

Part 2 – Products

Components

If allowed, curing materials shall conform to ASTM C171 and liquid membrane-forming compounds shall conform to ASTM C309. When concrete is to be coated or stained, use UV-dissipating form release and curing compounds.

Part 3 – Execution

Preparation

Do not place concrete during rain, sleet, or snow until water and freezing protection is provided.

Position embedded items accurately, and support against displacement or movement during placement.

Fill voids in sleeves, insets, anchor slots, etc., temporarily with readily removable materials to prevent entry of concrete into voids.

Before beginning placement of concrete, remove hardened concrete and foreign materials from inner surface of mixing and conveying equipment. Before depositing concrete, remove debris from space to be occupied by the concrete. Secure reinforcement in position to prevent movement during concrete placement.

At the beginning of the concrete pour for walls taller than 8 feet, place a 1½ to 2½-inch thick grout pad prior to placing the concrete for the wall. Grout mix shall consist of fine aggregates, concrete and water in the same ratios as used in the wall concrete. The placement of the concrete shall proceed immediately after the grout placement so as to prevent any cold joints.

At construction joints, thoroughly clean surface of existing concrete to remove laitance. Roughen existing concrete surface to expose aggregate uniformly and apply approved bonding agent to existing concrete in accordance with manufacturer's recommendations. Prior to placing fresh concrete, dampen joint and coat with grout mixture in accordance with ACI 301, Section 8.5.

Installation

Placement shall be in accordance with IBC, Section 1905.

Place no concrete when air temperature is below or expected to be below 40 degrees during the 28-day curing period unless a low temperature concrete mix has been approved by the Owner. Provide adequate equipment for heating materials and protecting concrete during freezing or near freezing weather. Keep materials, reinforcement, forms, and ground in contact with concrete free from frost at time of placement. Heat mixing water as required. Use no materials containing ice.

Place no concrete when air temperature exceeds or is expected to exceed 85 degrees during the 28-day curing period unless a high temperature placement plan has been approved, and unless adequate precautions are taken to protect work. Cool ingredients prior to mixing. Flake ice or crushed ice of a size that will melt completely during mixing may be substituted for all or part of water. Cool forms and reinforcing prior to placing concrete.

Handle concrete from mixer, ready-mixed truck, or from transporting vehicle to place of final deposit by methods which prevent separation or loss of ingredients. Under no circumstances shall concrete that has partially hardened be deposited.

Place concrete in maximum lifts of 3 feet. Deposit concrete continuously so that no concrete will be deposited on concrete which has hardened sufficiently to cause formation of seams and planes of weakness within the section. If a section cannot be placed continuously, locate and reinforce construction joints at points as provided for in the Plans or as approved by the Owner. Maximum concrete drop shall be 5 feet.

Consolidate concrete by vibration, supplemented by hand spading, rodding, forking, or tamping. Thoroughly work concrete around reinforcement, around embedded items, and into corners of forms to eliminate air or rock pockets which may cause honeycombing, pitting, or planes of weakness. Insert and withdraw internal vibrators at points approximately 18 inches in each direction and extend into the lower concrete lifts. At each insertion, the duration shall be sufficient to consolidate the concrete; but not sufficient to cause segregation. Do not use vibrators to transport concrete within forms. Consolidate slabs by utilizing vibrating screeds, roller pipe screeds, internal vibrators, or other approved methods. Have a spare vibrator available at jobsite during concrete placing operations.

After removal of forms, cut out and patch defects in concrete surfaces. Remove form tie cones. Cut or snap off form ties to a depth of 3/4-inch. Chip out rock pockets, holes from form tie removal, and other defects to solid concrete. Repair defects in accordance with 3.06.30.71.

Curing

See section 3.39.

3.31.30 Thrust Blocks, Driveways, Curb, Gutter, Sidewalks, Equipment Pads, and Fence Posts

[CSI 03 31 13.10]

Part 1 – General

Summary

All concrete for non-structural applications including thrust blocks, driveways, sidewalks, equipment pads, and fence post foundations. Hydraulic or Structural Concrete may be substituted.

Performance Requirements

28-day compressive strength – 4,500 psi minimum

Part 2 – Products

Mixes

Water/cement ratio - 0.45 maximum

Nominal maximum aggregate size – ¾-inch (AASHTO Grading No. 67)

Entrained air ratio – 3.5 percent minimum to 6.5 percent maximum

3.34 Low Density Concrete

[CSI 03 34 00]

3.34.13 Controlled Low Strength Material (CLSM)

[CSI 03 34 13]

Part 1 – General

Summary

CLSM is also referred to as controlled density fill or CDF.

Submittals

Written certification of proposed CLSM materials proportions and compressive strength.

28-day cylinder reports from a trial CLSM batch based on above certification.

Performance Requirements

Mix to be flowable, non-segregating, excavatable, and conform to the following:

- Mix to contain no fly ash or chlorides when in contact with ferrous metal pipe such as welded steel pipe, ductile iron pipe or cast iron pipe.
- Maximum Compressive Strength: 150 psi.
- Minimum 28-Day Compressive Strength: 50 psi.

- Flowability: 8 inch +/- 1 inch spread diameter using a three (3) inch diameter by six (6) inch long cylinder per ASTM D 6103 – Standard Test Method for Flow Consistency of CLSM.

Part 3 – Execution

Installation

Where buoyancy and/or hydrostatic pressure is a concern, the Owner may require the CLSM be placed in lifts, with each lift allowed to harden before placement of the next lift.

Protection

Protect CLSM for at least 24 hours after placement or as necessary to prevent displacement by construction activities or traffic. CLSM placing may be started if weather conditions are favorable, when the temperature is a minimum of 34 degrees Fahrenheit and rising. At the time of placement, CLSM must have a temperature of at least 40 degrees Fahrenheit. Placing shall stop when the temperature is 38 degrees Fahrenheit or less and falling. CLSM shall not be placed on frozen ground.

Cure CLSM for the following minimum durations prior to placement of any material directly over the CLSM. If traffic must be restored prior to the duration stated, or the open excavation must be closed for safety, span the excavation with temporary plating appropriate for the anticipated loading. Cold weather may require more time. Curing accelerators may be used to reduce these times if approved by the Owner.

- Pipe encasement: 4 hours.
- Non-traffic: 24 hours.
- Vehicular traffic under 5,000 lbs per axle: 48 hours
- Vehicular traffic over 5,000 lbs per axle: 72 hours
- Permanent structures: 7 days.

3.35 Concrete Finishing

[CSI 03 35 00]

3.35.05 Common Work for Surface Finishing

[CSI 03 35 05]

Part 2 – Products

Finishes

Each concrete area that requires finishing shall conform to one of the following requirements:

- Equipment Pads - Sacked Wall
- Sidewalks – Light Brushed

Part 3 – Execution

Preparation

Do not place concrete which requires finishing until the materials, tools, and labor necessary for finishing the wet concrete are on the job and acceptable to the Owner. If rainfall is possible, tent the work area prior to the pour and maintain protection until the concrete is cured sufficiently to resist damage.

3.35.56 Light Brush Finish

[CSI 03 35 56]

Part 2 – Products

Finish

When concrete has appropriately set, finish with light soft broom finish. Brush perpendicular to slab slope.

Part 3 – Execution

Construction

Consolidate, strike off, and level concrete; but do not work further until ready for floating. Begin floating when water sheen has disappeared and surface has stiffened sufficiently to permit floating operations. Consolidate surface with power-driven floats. Hand floating may be used if area is small or inaccessible to power units.

Field Quality Control

Check surface planeness during or after first floating. Cut down high spots and fill low spots to produce surface with tolerance of 1/4-inch in 10 feet in any direction. Re-float to a uniform, smooth, sweat finish concrete.

3.35.58 Sacked Wall Finish

[CSI 03 35 58]

Part 1 – General

References

Provide sacked finish in accordance with Section 6-02.3(14)A of Standard Specifications.

3.39 Concrete Curing

[CSI 03 39 00]

Part 2 – Products

Materials

Curing compounds are not recommended on surfaces that will receive coatings. If curing compounds are approved and used, the surface must be prepared per the coating

manufacturer's instructions which may include blasting to remove the curing compound. All costs to be included in the contractor's bid price, there will be no additional compensation.

Part 3 – Execution

Installation

All concrete for structures, sidewalks, drives, curbs, shotcrete (see section 3.37), and where directed by the Owner, shall be water-cured in accordance with ACI 308.1 unless approved in advance by the Owner. If allowed, curing compound shall be applied immediately after finishing or form removal. When plastic or burlap covers are used to augment or protect curing, extend sheeting beyond the edges of the concrete and secure against wind lift. Inspect and adjust curing systems daily, including over weekends and holidays.

Division 16 Electrical

16.00 GENERAL

The Contractor shall 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 specifications.

Sections in these specifications titled “*Common Work for . . .*” shall apply to all following sections whether directly referenced or not.

The Contractor shall reference Division 1.25 regarding substitutes and “or-equals”.

16.05 Common Work for Electrical

[CSI 26 05 00]

Part 1 – General

Summary

Plans are diagrammatic and indicate general arrangements of systems and equipment, except when specifically, dimensioned or detailed. The intention of the plans is to show size, capacity, approximated location, direction and general relationship of one work phase to another, but not exact detail or arrangement.

Regulatory Requirements

The Contractor shall coordinate and provide all permits, licenses, approvals, inspections by the authority having jurisdiction and other arrangements for work on this project and all fees shall be paid for by the Contractor. The Contractor shall include these fees in the bid price.

Codes and Standards

Provide all electrical work in accordance with latest edition of National Electrical Code, National Electrical Safety Code, Washington State Electrical Code, and local ordinances. If any conflict occurs between government adopted code rules and these specifications, the codes are to govern. All electrical products shall bear a label from a certified testing laboratory recognized by the State of Washington. Recognized labels in the State of Washington are UL, ETL, and CSA-US.

Definitions

Dry Locations: All those indoor areas which do not fall within the definitions below for wet, damp, or corrosive locations and which are not otherwise designated on the Plans.

Wet Locations: All locations exposed to the weather, whether under a roof or not, unless otherwise designated on the Plans.

The words “plans” and “drawings” are used interchangeably in this specification and in all cases shall be interpreted to mean “Plans”.

The word “provide” shall be interpreted to mean furnish and install.

Design Requirements

Unless otherwise noted, provide enclosures as follows:

1. Class 1, Division 1 and 2 Locations: NEMA Type 7
2. Indoors Unclassified Locations: NEMA Type 12
3. Outdoors and/or Wet Locations: NEMA Type 4X
4. Electrical Rooms: NEMA Type 1

Submittals

Provide submittals of each item specified in this division to engineer for approval in accordance with Division 1 of these specifications. Wiring Diagram or Connection Schematic

1. Include all devices in a system and show their physical relationship to each other including terminals and interconnecting wiring in assembly. This diagram shall be in a form showing interconnecting wiring only by terminal designations (wireless diagram).

Interconnection Diagram

1. Show all external connections between terminals of equipment and outside points, such as motors and auxiliary devices. Show references to all connection diagrams which interface to the interconnection diagrams. Interconnection diagrams shall be of the continuous line type. Show bundled wires on a single line with the direction of entry/exit of the individual wires clearly shown. Identify all devices and equipment. Show terminal blocks as actually installed and identified in the equipment complete with individual terminal identification. All jumpers, shielding and grounding termination details not shown on the equipment connection diagrams shall be shown on the interconnection diagrams. Show spare wires and cables.

Provide submittal information for the following items:

1. Service Disconnect
2. Circuit Breakers
3. Conduit and Fittings
4. Outlet and Junction Boxes
5. Electrical Handholes and Vaults
6. Wire and Cables
7. Automatic Transfer Switch
8. Engine Generator Set
9. EG Fuel Tank
10. Other Electrical Components listed in this Division and/or required by the Engineer.

Project Conditions

Contractor shall keep all power shutdown periods to a minimum. Carry out shutdowns only after a shutdown schedule has been submitted and approved by both the Owner and the Engineer.

Construction Power

See Division 1.51

Part 2 – Products

Source Quality Control

Provide adequate space and fit 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 Plans. All equipment shall be readily accessible for maintenance, shall have electrical clearances in accordance with National Electric Code (NEC) and shall be installed in locations which will provide adequate cooling.

Do not use equipment exceeding dimensions indicated or equipment or arrangements that reduce required clearances or exceed specified maximum dimensions unless approved by the Owner.

Identification of Listed Products

Electrical equipment and materials shall be listed for the purpose for which they are to be used, by an independent testing laboratory. When a product is not available with a testing laboratory listing for the purpose for which it is to serve, the inspection authority may require the product to undergo a special inspection at the manufacturer's place of assembly. All costs and expenses incurred for such inspections shall be included in the original contract price.

Materials

Use equipment, materials and wiring methods suitable for the types of locations in which they will be located, as defined in Definitions above.

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.

Components

Fasteners for securing equipment to walls, floors, and the like shall be either hot-dip galvanized after fabrication or stainless steel. Provide stainless steel fasteners in corrosive locations. When fastening to existing walls, floors, and the like, provide capsule anchors, not expansion shields. Size capsule anchors to meet load requirements. Minimum size capsule anchor bolt is $\frac{3}{8}$ -inch.

Accessories

Wire Identification

1. Identify each wire or cable at each termination and in each pull-box using numbered and lettered wire markers. All electrically common conductors shall have the same number. Each electrically different conductor shall be uniquely numbered. Identify panelboard

circuits using the panelboard identification and circuit number. Identify other circuits as approved by the Engineer. Identify each wire or cable in each pull-box with plastic sleeves having permanent markings. Conductors between terminals of different numbers shall have both terminal numbers shown at each conductor end. The terminal number closest to the end of the wire shall be the same as the terminal number.

Finishes

Refer to each electrical equipment section of these specifications for painting requirements of equipment enclosures.

Part 3 – Execution

Installation

General

1. Complete the wiring, connection, adjustment, calibration, testing and operation of mechanical equipment having electrical motors and/or built-in or furnished electrical components in accordance with electrical code, UL listing requirements and manufacturer's instructions. Install electrical components that are furnished with mechanical equipment.
2. Provide the size, type and rating of motor control devices, equipment and wiring necessary to match the ratings of motors furnished with mechanical equipment.
3. 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 properly functional.

Workmanship

1. Assign a qualified representative who shall supervise the electrical construction work from beginning to completion and final acceptance.
2. Provide all labor using qualified craftsmen, who have had experience on similar projects.
3. Ensure that all equipment and materials fit properly in their installations.

Field Services

1. Provide field services of qualified technicians to supervise and check out the installation of the equipment, to supervise and check out interconnecting wiring, to conduct start-up and operation of the equipment, and to correct any problems which occur during testing and start-up.

Installing Equipment

1. Provide the required inserts, bolts and anchors, and securely attach all equipment and materials to their supports.
2. Install all floor-mounted equipment on 3½-inch high reinforced concrete pads.
3. Install all equipment and junction boxes to permit easy access for normal maintenance.

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Cutting, Drilling, and Welding

1. Provide any cutting, drilling, and welding that is required for the electrical construction work.
2. Structural members shall not be cut or drilled, except when approved by the Engineer. Use a core drill wherever it is necessary to drill through concrete or masonry. Perform patch work with the same materials as the surrounding area and finish to match.

Metal Panels

1. Mount all metal panels, which are mounted on, or abutting concrete walls in damp locations or any outside walls 1/4-inch from the wall and paint the back side of the panels with a high build epoxy primer with the exception of stainless-steel panels. Film thickness shall be 10 Mils minimum.

Seismic Requirements

1. See Division 1.81.30

Load Balance

1. Balance electrical load between phases as nearly as possible on panelboards and other equipment where balancing is required.
2. When loads must be reconnected to different circuits to balance phase loads, maintain accurate record of changes made, and provide circuit directory that lists final circuit arrangement.

Field Quality ControlMinor Deviations

1. The electrical plans are diagrammatic in nature and the location of devices, fixtures, and equipment is approximate unless dimensioned. Based on this, the right is reserved by the owner to provide for minor adjustments and deviations from the locations shown on the Plans without any extra cost. Deviations from the Plans and/or specifications required by code shall also be done, subsequent to Owner's approval, without extra cost.
2. Plans indicate the general location and number of the electrical equipment items. When raceway, boxes, and ground connections are shown, they are shown diagrammatically only and indicate the general character and approximate location. Layout does not necessarily show the total number of raceways or boxes for the circuits required. Furnish, install, and place in satisfactory condition all raceways, boxes, conductors, and connections, and all of the materials required for the electrical systems shown or noted in the contract documents complete, fully operational, and fully tested upon the completion of the project.

Project Record Plans

1. A set of Plans shall be maintained at the job site showing any deviations in the electrical systems from the original design. A set of electrical Plans, marked in red to indicate the routing of concealed conduit runs and any deviations from the original design, shall be submitted to the Owner for review prior to final acceptance.

2. After testing and acceptance of the project the Contractor shall furnish in the O&M manuals an accurate connection schematic and interconnection diagram for every service entrance panel and instrumentation panel provided this project.

Cleanup and Equipment Protection

Equipment Protection

1. Always exercise care after installation of equipment, to keep out foreign matter, dust debris, and moisture. Use protective sheet metal covers, canvas, heat lamps, etc., as needed to ensure equipment protection.

Cleaning Equipment

1. Thoroughly clean all soiled surfaces of installed equipment and materials upon completion of the project. Clean out and vacuum all construction debris from the bottom of all equipment enclosures.

Painting

1. Repaint any electrical equipment or materials scratched or marred in shipment or installation, using paint furnished by the equipment manufacturer.

Final Cleanup

1. Upon completion of the electrical work, remove all surplus materials, rubbish, and debris that accumulated during the construction work. Leave the entire area neat, clean and acceptable to the Owner.

16.10 ELECTRICAL SITE WORK

16.10.1 Common Work for Electrical Site Work

[CSI 33 71 19]

Part 1 – General

Summary

The work included in this section consists of furnishing and installing conduit, fittings, handholes, pull vaults, warning tape, cables, wires, and related items, complete as specified herein and as indicated on the Plans for a complete and functional underground electrical system. Special vaults, grounding, trench backfill requirements may be specified with the particular equipment or electrical system involved.

Related Sections

Wire and cable per Section 16.60.

Raceways and conduit per Section 16.70.

Design Requirements

Materials and equipment shall conform to the respective specifications and standards; and to be the specifications herein. Electrical rating shall be as indicated on Plans.

Part 3 – Execution

Construction

Provide all excavation, trenching, backfill, and surface restoration required for the electrical work.

Excavate to depths as required by Code, particular installation, or as shown on the Plans. Trench width and length as required by the installation or as shown. Trench bottom shall be free of debris and graded smooth. Where trench bottom is rock or rocky or contains debris larger than 1 inch or material with sharp edges, over excavate 3 inches and fill with 3 inches of sand. Separation between new electrical utilities and other utilities shall be 12 inches horizontal and 6 inches vertical minimum, except gas line separation shall be 12 inches both vertical and horizontal. Cross concrete or asphalt only after surface material has been saw cut to required width and removed.

Backfill around raceways shall be 3-inches of pea gravel or sand for systems of 600 volt or less. Provide red marker tape over raceways below grade. Place backfill material to obtain a minimum degree of compaction of 95 percent of maximum density at optimum moisture content. Moisten backfill material as required to obtain proper compaction. Do not use broken pavement, concrete, sod, roots or debris for backfill.

16.10.2 Underground Marking Tape (Detectable Type)

[CSI 33 05 97.23]

Part 2 – Products

Manufacturers

Tape shall be Brady “Detectable Identoline – Buried Underground Tape”, or equal.

Materials

Underground marking tape shall be for location and early warning protection of buried power and communication lines. Tape shall be detectable by a pipe/cable locator or metal detector from above the undisturbed ground. Tape shall be nominally 2 inches wide with a type B721 aluminum foil core laminated between two layers of 5 Mil thickness polyester plastic. The plastic color shall be red for electrical lines and orange for telephone lines.

Part 3 – Execution

Installation

Unless noted otherwise on Plans, install approved underground marking tape 12 inches above and directly over the conduit or raceway in all trenches.

16.10.3 Handholes and Pull Boxes

[CSI 33 71 19.13]

Part 2 – Products

Manufacturers

Handholes and Pull boxes shall be Oldcastle or approved equal unless specified otherwise on the Plans.

Materials

Provide handholes of reinforced precast concrete, or injection molded composite plastic material. Handholes shall include a base, a body, extensions and a cover. Provide handholes with a perimeter of 10 feet or more (e.g., 3 feet by 2 feet) with both pulling irons and cable racks. All hardware shall be stainless steel, or hot-dip galvanized after fabrication; cable racking and hardware, however, shall be non-metallic and corrosion resistant. If no handhole size is shown on the Plans, size units per NEC or provide 12 inches by 24 inches by 18 inches deep, whichever is larger.

All handholes located in areas subject to vehicular traffic or where identified on Plans shall be ASSHTO, H-20 rated in accordance with ASTM C857.

The lids to all pull boxes and vaults shall be permanently marked for its intended use, “signal” for all signal and instrumentation handholes and “electrical” for all power handholes. Letter shall be a minimum of 3-inches high.

Part 3 – Execution

Installation

Conduits entering handholes shall have grounding bushings installed and the conduit ends shall be sealed with Permagum sealing compound. Where conduits enter through sides of handholes, the penetration shall be made watertight. Use a core drill wherever it is necessary to drill through concrete. Perform patch work with the same materials as the surrounding area and finish to match.

Pull boxes shall be provided at least every 150 feet on long straight runs. Spacing shall be reduced by 50 feet for each 90-degree bend.

Install handholes flush with finished grade in all paved areas, roadways and walkways. All handhole edges shall be flush with final surface.

16.15 Grounding and Bonding for Electrical Systems

[CSI 26 05 26]

Part 1 – General

References

Service and equipment grounding shall be per Article 250 of the NEC.

Performance Requirements

Verify that a low-resistance ground path is provided for all circuits so an accidental contact to ground of any live conductor will instantly trip the circuit.

Part 2 – Products

Components

The grounding systems shall consist of the ground rods, grounding conductors, ground bus, ground fittings and clamps, and bonding conductors to water piping and structural steel as shown on the Plans.

System components shall be as allowed in the NEC unless specified otherwise below:

1. Ground Rods: Ground rods shall be cone pointed copper clad Grade 40 HS steel rods conforming to ASTM B228. The welded copper encased steel rod shall have a conductivity of not less than 27 percent of pure copper.
2. Ground Conductors: Buried conductors shall be medium-hard drawn bare copper; other conductors shall be soft drawn copper. Sizes over No. 6 AWG shall be stranded. Coat all ground connections except the exothermic welds with electrical joint compound, non-petroleum type, UL listed for copper and aluminum applications.
3. Ground Rod Boxes: Boxes shall be a 9-inch diameter precast concrete unit with hot-dip galvanized traffic cover. Boxes shall be 12-inches deep minimum. Covers shall be embossed with the wording “Ground Rod”.

Part 3 – Execution

General Grounding Installation

When available a UFER ground per latest edition of NEC shall be provided as the primary means to ground the electrical system.

Ground electrical service neutral at service entrance equipment to supplementary grounding electrodes.

Ground each separately derived system neutral to nearest effectively grounded building structural steel member or separate grounding electrode.

Provide a ground rod box for each ground rod to permit ready access to facilitate testing.

Provide a ground wire in every conduit carrying a circuit of over 110 volts to ground.

Make embedded or buried ground connections, taps and splices with exothermic welds. Coat ground connections.

Vault and Handhole Grounding

Exposed noncurrent-carrying metal parts of equipment, conductor supports or racks, conduits, and other metal appurtenances, including any metal cover and its supporting ring, shall be bonded together and connected to a common ground. The size of the grounding means shall be as prescribed in the NEC. Where the grounding means is exposed, the grounding conductor shall be not smaller than #8 AWG copper.

Ground Connections

Above grade ground connections shall be exothermic weld, mechanical, or compression-type connectors; or brazing.

Below grade ground connections shall be exothermic weld.

Install all ground connections in strict accordance with connector manufacturer's recommendations and methods.

Testing

Following completion of the grounding electrode system, if installed, measure ground resistance at each ground rod using the three-rod method. Submit results to engineer prior to final acceptance by the Owner.

Perform testing per NETA Standard ATS paragraph 7.13. Testing methods shall conform to NETA Standard ATS using the three-electrode method for large systems. Conduct tests only after a period of not less than 48 hours of dry weather.

Furnish to the Engineer a test report with recorded data of each ground rod location. See Division 16.95.4.

16.20 UTILITY SERVICE

16.21.2 Electrical Utility Meter Enclosure

[CSI 26 27 13]

Manufacturers

Meter enclosure shall be a Circle AW or equal and as required to meet the requirement of the serving utility. Installation shall be in vandal proof NEMA 3R enclosure with a lockable hinged door. Meter shall include a metal vandal screen that can be purchased from serving utility.

Materials

Contractor shall coordinate with City of Eatonville on the type of metering required and shall provide all labor and material necessary to meet City of Eatonville requirements.

16.21.4 Circuit Breaker Service Disconnect Switch

[CSI 26 28 16.13]

Design

The switch shall be heavy duty type, shall be quick-make, quick break, and shall be horsepower rated. The switch shall have blades as required to open all ungrounded conductors. The disconnect shall have a minimum available fault current withstand rating of 42,000 amperes unless noted otherwise on the Plans.

Service equipment shall meet the requirements of the serving utility and shall be suitable for use as service equipment. Service entrance disconnect shall be furnished with a UL service entrance label.

Manufacturers

Materials, equipment, and accessories specified in this section for the service disconnect switch shall be products of:

- Eaton (Cutler Hammer)
- General Electric
- Schneider Electric (Square D)
- Siemens
- Or approved equal

Materials

The switch shall be pad-lockable in both the OFF or ON position.

The enclosure shall be NEMA 3R rated unless noted otherwise on the Plans. The enclosure shall have interlocking cover to prevent opening door when switch is closed. The interlock shall include a defeating scheme. The enclosure shall be pad-lockable.

Circuit breakers shall be molded case thermal-magnetic type and meet molded case circuit breaker specifications covered in Division 16.55.16.

16.50 PANELBOARDS

[CSI 26 24 00]

16.55.13 Fuses

[CSI 26 18 16, 26 28 13]

Part 1 – General

Design Requirements

Fuses shall be of the type and amperage indicated on the Plans. The voltage rating shall be appropriate for the application indicated. The fuse types indicated on the Plans imply a certain set of fuse characteristics. No substitutions of fuse types will be allowed without Engineer approval.

Part 2 – Products

Manufacturers

Fuses shall be:

- Bussman
- Gould Shawmut
- Littlefuse
- Reliance
- Or Equal

Materials

Fuses in motor circuits which are indicated but not sized, shall be provided with Manufacturer's recommended size based on the actual motor installed. In-line or integrally-mounted fuse clips shall be provided on all control power or low-voltage transformers.

16.55.16 Molded Case Circuit Breakers

[CSI 26 28 16.14]

Part 1 – General

Design Requirements

Breakers shall have the interrupting rating and trip rating indicated on the Plans. All breakers shall be calibrated for operation in an ambient temperature of 40 degrees Celsius.

Part 2 – Products

Manufactured Units

Molded case circuit breakers shall be quick-make and quick-break type with wiping type contacts. Each breaker 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. Molded case circuit breakers shall be trip-free. Each breaker shall have trip indication independent of the "ON" or "OFF" positions.

16.55.17 Instantaneous Magnetic Trip Breakers

[CSI 26 28 16.15]

Part 1 – General

Design Requirements

The magnetic trips shall be adjustable and accessible from the front of all these breakers.

Part 2 – Products

Manufactured Units

Breakers in motor circuits which are indicated but not sized, shall be provided with Manufacturer's recommended size based on the actual motor installed. Where indicated on the Plans and in the combination motor starter/motor control center schedule, furnish instantaneous magnetic trip only circuit breakers for motor short circuit protection.

16.60 CONDUCTORS

16.61 Low Voltage Wire and Cable

[CSI 26 05 19]

Part 1 – General

Design Requirements

This section is for power and control conductors for 600 volts or less.

All conductors shall be copper. Wire or cable not shown on the Plans or specified, but required, shall be of the type and size required for the application and in conformance with the applicable code.

Part 2 – Products

Materials

Conductors

1. Solid and stranded copper wire shall be 600-volt Type THW, THWN, or THHW, Class B stranding, sizes #14 AWG, #12 AWG, and #10 AWG only. Use of THHN insulation shall not be allowed. Aluminum conductors shall not be allowed.
2. Stranded copper wire shall be 600-volt Type XHHW, Class B stranding, sizes #8 AWG and larger. Aluminum conductors shall not be allowed.

Splices

1. For Lighting Systems and Power Outlets: Wire nuts shall be twist-on type insulated connectors utilizing an outer insulating cover and a means for connecting and holding the conductors firmly.
2. All Equipment: Crimp type connectors shall be insulated type, suitable for the size and material of the wires and the number of wires to be spliced and for use with either solid or stranded conductors.
3. Division 16 Equipment and Power Conductors: Bolted pressure connectors shall be suitable for the size and material of the conductors to be spliced.
4. All Equipment: Epoxy splice kits shall include epoxy resin, hardener, mold, and shall be suitable for use in wet and hazardous locations.

Terminations

1. Crimp type terminals shall be self-insulating sleeve type, with ring or rectangular type tongue, suitable for the size and material of the wire to be terminated, and for use with either solid or stranded conductors.
2. Terminal lugs shall be split bolt or bolted split sleeve type in which the bolt or set screw does not bear directly on the conductor.
3. Wire Markers shall be plastic sleeve type. Wire numbers shall be permanently imprinted on the markers.

Finishes

Color Coding: Provide color coding for all circuit conductors. Insulation color shall be white for neutrals and green for grounding conductors. An isolated ground conductor shall be identified with an orange tracer in the green body. Ungrounded conductor colors shall be as follows:

1. 120/208 Volt, 3 Phase: Red, black and blue.
2. 120/240 Volt, 1 Phase: Red and black.

Part 3 – Execution

Location (Installation) Schedule

Provide the following conductors for the following applications:

1. Use stranded copper conductors for all power and control circuits unless noted otherwise on plans or below. Size as noted on the Plans.
2. Contractor may use solid copper conductors for lighting and receptacle circuits using screw-type terminals. Size as noted on the Plans.
3. Size #14 AWG wire or smaller shall not be allowed on power circuits.

Installation

Conductor Splices

1. Splices: Install all conductors without splices unless necessary for installation, as determined by the Engineer. Splices when permitted shall be completed using an approved splice kit intended for the type of conductor and the application. The splice shall be in accordance with the splice kit manufacturer's instructions.
2. Underground Splices: All underground outdoor splices when approved by Engineer shall be completed in an accessible pullbox or handhole using an approved watertight epoxy resin splice kit rated for the application up to 600 volts. Splices will not be allowed to be direct buried.

Conductor Identification

1. Except for interior lighting and receptacle circuits, identify each wire or cable at each termination and in each pullbox, junction box, handhole, and manhole using numbered and lettered wire markers. All electrically common conductors shall have the same number. Each electrically different conductor shall be uniquely numbered. Identify panelboard circuits using the panelboard identification and circuit number. Identify other circuits as shown in the circuit schedule as favorably by the Engineer.
2. Conductors between terminals of different numbers shall have both terminal numbers shown at each conductor end. The terminal number closest to the end of the wire shall be the same as the terminal number.

Testing

Insulation Resistance Tests: For all circuits 150 volts to ground or more and for all motor circuits over ½ horsepower, test cables per NETA Paragraph 7.3.1. The insulation resistance shall be 20 megohms or more. Submit results to Engineer for review.

16.70 RACEWAYS, BOXES, AND FITTINGS

[CSI 26 05 33]

16.71 Raceways

[CSI 26 05 33.23]

Part 1 – General

Design Requirements

Conduit sizes not noted on Plans shall be in accordance with NEC requirements for the quantities and sizes of wire installed therein.

Grounding of the raceway, junction boxes, fittings and any other boxes is the responsibility of the Contractor. Ground conductors, bushings, connections, clamps and other materials as needed to ground the raceway system is the responsibility of the Contractor. All raceways shall be grounded in accordance with the NEC.

Part 2 – Products

Components

Conduit and Fittings

1. Galvanized Rigid Steel (GRS): Rigid conduit shall be steel, hot dipped galvanized inside and out. The GRS must meet USA Standards Institute C80-1 Underwriters Laboratories Standard UL6 and carry a UL label. Use cast threaded hub fittings and junction boxes for all rigid conduit except in locations not permitted by the NEC.
2. PVC Coated Rigid Steel Conduit (PVC-GRS): PVC coated conduit shall meet the GRS standard above plus have a 40 Mil PVC factory applied PVC coating.
3. Nonmetallic Conduit: Nonmetallic Conduit shall be rigid PVC, Schedule 40 (PVC-40) or 80 (PVC-80). PVC conduit installed above grade shall be Schedule 80 extra heavy wall 90 degree Celsius. UL listed for aboveground use and UV resistant. Conduit shall be gray in color. Fittings shall be of the same material as the raceway and installed with solvent per the Manufacturer's instructions. Conduit, fittings, and solvent shall all be manufactured by the same Manufacturer.
4. Flexible Conduit (Flex-LT): Flexible conduit shall be interlocking single strip, hot dipped galvanized and shall have a polyvinyl chloride jacket extruded over the outside to form a flexible watertight raceway. Flexible conduit shall be American Brass Company Sealtite Type VA, General Electric Type UA or equal.

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Conduit and Cable Supports

1. Conduit Supports: Hot dipped galvanized framing channel shall be used to support groups of conduit. Individual conduit supports shall be one-hole galvanized malleable iron pipe straps used with galvanized clamp backs and nesting backs where required. Conduit support for PVC or PVC coated rigid steel shall be one-hole PVC or epoxy coated clamps or PVC conduit wall hangers.
2. Ceiling Hangers: Ceiling hangers shall be adjustable galvanized carbon steel rod hangers. Unless otherwise specified, hanger rods shall be 1/2-inch all-thread rod and shall meet ASTM A193. Hanger rods in corrosive areas and those exposed to weather or moisture shall be stainless steel.

Wireways

1. General: Wireways shall consist of prefabricated channel-shaped, lay-in trough with hinged covers, associated fittings and supports. Straight section shall not be longer than 5 feet. Use 45-degree elbow and tees at all transition points. Cross-sectional dimensions shall be as indicated on the Plans. Fittings shall consist of elbows, tees, crosses and closing plates as required. Wireways shall be designed for continuous grounding.
2. Finish: Rust inhibiting primer and manufacturers standard paint inside and out except of stainless-steel type.
3. Standards: UL 870, NEMA 520
4. Watertight (NEMA 4X rated) Wireway
 - a) 14-gauge Type 304 or 316 stainless steel bodies and covers without knockouts and 10-gauge stainless steel flanges.
 - b) Cover: Fully gasketed and held in place with captive clamp type latches.
 - c) Flanges: Fully gasketed and bolted.
5. Dust-tight (NEMA 12 rated) Wireway
 - a) 14-gauge steel bodies and covers without knockouts and 10-gauge steel flanges.
 - b) Cover: Fully gasketed and held in place with captive clamp type latches.
 - c) Flanges: Fully gasketed and bolted.

Conduit Sealants

1. Moisture Barrier Types: Sealant shall be a non-toxic, non-shrink, non-hardening, putty type hand applied material providing an effective barrier under submerged conditions.
2. Fire Retardant Types: Fire stop material shall be a reusable, non-toxic, asbestos-free, expanding, putty type material with a 3-hour rating in accordance with UL 1479. Provide products indicated by the manufacturer to be suitable for the type and size of penetration.

Part 3 – Installation**Raceway Applications**

Galvanized Rigid Steel (GRS) conduit shall be used in all locations unless noted otherwise below or on the Plans.

ABOVE GRADE CONDUITS (non-corrosive areas) shall be:

1. GRS for power and control wiring.

ABOVE GRADE CONDUITS (wet or corrosive areas, NFPA 70 hazardous areas) shall be:

1. PVC-GRS for power and control wiring.

CONCEALED ABOVE GRADE CONDUITS shall be:

1. GRS for all wire and cable types in wood stud frame walls.
2. PVC-40 for power and control wiring in concrete block or brick walls.

BELOW GRADE CONDUITS IN DIRECT EARTH (not under slabs-on-grade) shall be:

1. PVC-40 for power and control wiring.
 - a) Sweeps and risers for transition of PVC from below grade to above grade shall be PVC-GRS.

UNDER SLABS-ON-GRADE CONDUIT shall be:

1. PVC-40 for power and control wiring
 - a) Sweeps and risers for transition of PVC from below grade to above grade shall be PVC-GRS.

CONCRETE-ENCASED CONDUITS shall be:

1. PVC-40 for power and control wiring
 - a) Sweeps and risers for transition of PVC from below grade to above grade shall be PVC-GRS.

ALL CONNECTIONS TO VIBRATING EQUIPMENT OR MOTORS shall be:

1. Connection to equipment outdoors or in corrosive areas shall be with non-metallic liquidtight flexible conduit.

Installation

All conduits shall be concealed in the floor, walls, ceiling slab, or beneath the floor slab. Surface mounted conduit will not be accepted unless noted otherwise on the construction Plans.

Size of Raceways:

1. Raceway sizes as shown on the Plans, if not shown on the Plans, then size in accordance with NFPA 70.
2. Unless specifically indicated otherwise, the minimum raceway size shall be:
 - a) Conduit: $\frac{3}{4}$ -inch
 - b) Wireway: 4-inch by 4-inch

All raceways shall contain a separate grounding conductor.

Spare conduits shall contain one $\frac{3}{16}$ -inch diameter nylon pull rope.

Conduit routing is shown diagrammatic on the Plans. Contractor is responsible for routing the conduits in a neat manner, parallel and perpendicular to walls and ceilings.

Location of conduit ends are shown approximately. Contractor is responsible for ending conduits in location that will not conflict with electrical equipment. Route conduit ends to facilitate ease of equipment maintenance. Conduits extending from the floor to a device shall be located as close as possible to avoid creating a hazard.

Conduit shall not be routed on exterior of structures except as specifically indicated on the Plans.

Where water cannot drain to openings, provide drain fittings in the low spots of the conduit run.

Securely fasten raceways at intervals and locations required by NEC, or the type of raceway employed.

Provide all required openings in walls, floors and ceilings for conduit penetration.

1. Do not install one (1) inch and larger raceways in or through structural members (beams, slabs, etc.) unless approved by Engineer.
2. Existing Construction: Core drill openings in masonry and concrete. Avoid structural members and rebar.

Conduit encasement or embedment in the earth shall be separated from the earth by at least 3-inches of concrete unless otherwise shown on the Plans. Plastic conduit spacers shall be located five feet on centers. The spacers shall be secured to the conduits by wire ties. The conduits shall be watertight.

Analog signal conduits shall be separated from power or control conduits. The separation shall be a minimum of 12-inches for metallic conduits and 24-inches for nonmetallic conduits.

Plastic raceway joints shall be solvent cemented in accordance with recommendations of raceway manufacturer.

All conduit openings not encased in a panel shall be sealed with duct seal.

Wireway Installation

1. Straight sections and fittings shall be solidly bolted together to be mechanically rigid and electrically continuous. Dead ends shall be closed. Unused conduit openings shall be plugged.
2. Wireways shall be supported every 5 feet minimum.

16.72 Boxes and Enclosures

16.72.2 Outlet and Junction Boxes

[CSI 26 05 33.16]

Part 1 – General

Design Requirements

In corrosive areas, all junction boxes shall be NEMA 4X.

Outlet boxes and switch boxes shall be designed for mounting flush wiring devices.

Outlet boxes shall not be less than 4-inch square and 1½-inch deep. Ceiling boxes shall withstand a vertical force of 200 pounds for five minutes. Wall boxes shall withstand a vertical downward force of 50 pounds for five minutes.

Part 2 – Products

Materials

Use cast boxes with threaded hubs for all rigid and intermediate conduits. Steel boxes may be used with rigid and intermediate conduits where cast boxes are not allowed by the NEC. All boxes shall be of proper size to accommodate devices, connectors, and number of wires present in the box. Boxes shall be readily accessible.

Cast box bodies and cover shall be cast or malleable iron with a minimum wall thickness of ⅛-inch at every point, and not less than ¼-inch at tapped holes for rigid conduit. Bosses are not acceptable. Mounting lugs shall be provided at the back or bottom corners of the body. Covers shall be secured to the box body with No. 6 or larger brass or bronze flathead screws. Boxes shall be provided with neoprene cover gaskets. Outlet boxes shall be of the FS types. Boxes shall conform to FS W-C-586C and UL 514.

Sheet metal boxes shall conform to UL 50, with a hot-dipped galvanized finish conforming to ASTM A123. Boxes and box extension rings shall be provided with knockouts. Boxes shall be formed in one piece from carbon-steel sheets.

Non-metallic boxes shall be hot-compressed fiberglass, one-piece, molded with reinforcing of polyester material, with a minimum wall thickness of ⅛-inch.

Finishes

Where only cast aluminum is available for certain types of fixture boxes, an epoxy finish shall be provided.

16.72.3 Watertight Enclosures

[CSI 26 05 33.17]

Part 2 – Products

Manufacturers

The watertight enclosure shall be equal to Hoffman.

Materials

Watertight enclosures for vault electrical outlets shall be molded from fiberglass reinforced polyester material. A hinged cover shall be gasketed and opened with quick release latches. The conduit penetrations shall be sealed watertight.

Part 3 – Execution

Installation

An epoxy plug shall be installed in the conduit to prevent the migration of water into the conduit. The enclosure shall be NEMA rated and installed per all applicable codes.

16.90 POWER GENERATION

[CSI 26 30 00]

16.91 Engine Generator

[CSI 26 32 13]

16.91.2 Diesel Engine Generator Set

[CSI 26 32 13.13]

Part 1 – General

Definitions

Operational Bandwidth: The total variation from the lowest to highest value of a parameter over a range of conditions indicated, expressed as a percentage of the nominal value of the parameter.

Standby Rating: Power output rating equal to the power the generator set delivers continuously under normally varying load factors for the duration of the power outage.

Local Availability: A manufacturer's authorized dealer with a service department that is within 100 miles of the project installation site.

Design Criteria

Provide one self-contained, exterior rated standby engine generator system to automatically operate the load criteria listed in the rating section of these specifications during prime power failure conditions.

Insulate, enclose, or guard exposed parts subject to high-operating temperatures or energized electrically, and moving parts which are of such nature or so located as to be a hazard to operating personnel. Safety devices and safety measures shall not impair the proper functioning of any part of the set.

Parts which require adjustment or servicing (not repair or replacement) to permit operation of the sets shall be arranged to provide optimum ease of servicing. Adjustment, repair, and replacement of parts, assemblies, and accessories shall be possible with minimum drainage and minimum disturbance of set. Maintenance shall be possible by use of common tools.

Design, construct, and install complete engine generator set to be free from objectionable vibration in any mode. Freedom from torsional vibration shall be demonstrated during factory test performed on the set provided, and proof of torsional acceptability shall be provided by the manufacturer.

Performance Criteria

The engine generator set provided shall not have a standby rating less than 150 kW at 0.8 PF with fan. Rating of diesel engine-generator set shall be based on operation of set when equipped with all necessary operating accessories such as radiator, fan, air cleaners, lubricating oil pump, fuel injection pump, jacket water pump, and governor charging generator.

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Generator shall meet the following requirements:

1. Standby rating – 150 Kilowatt
2. Voltage – 120/208 volts
3. Phase – 3-phase
4. Frequency – 60 Hertz
5. Insulation – Class H
6. Wiring – 12 lead reconnectable
7. Ambient Temperature – 115 degrees Fahrenheit (max), -20 degrees Fahrenheit (min)

Allowable temperature rise in the generator shall not exceed 257 degrees Fahrenheit over 115 degrees Fahrenheit ambient temperature.

The alternator shall produce a clean AC voltage waveform, with not more than 5 percent total harmonic distortion at full linear load, when measured from line to neutral, and with not more than 3 percent in any single harmonic, and no 3rd order harmonics or their multiples. Telephone influence factor shall be less than 40.

The generator set shall accept a single step load of 100 percent of rated load at 0.8 power factor and recover to rated speed and voltage as required in NFPA 110.

Voltage regulation shall be plus or minus 0.5 percent for any constant load between no load and rated load. Random voltage variation with any steady load from no load to full load shall not exceed plus or minus 0.5 percent.

Frequency regulation shall be isochronous from steady state no load to steady state rated load. Random frequency variation with any steady load from no load to full load shall not exceed plus or minus 0.5 percent.

The generator set shall be certified by the engine manufacturer to be suitable for use at the installed location and rating and shall meet all applicable exhaust emission requirements at the time of commissioning.

The generator specified for this project was sized using Cummins PowerSuite software. Due to variations by generator manufacturers and the software used by manufacturers for determining the size of a generator, it is the Contractor’s and generator supplier’s responsibility to verify the size of the generator to ensure that the generator will perform as specified. All sizing reports shall be submitted by the Contractor and approved by the Owner prior to equipment order. If the supplier/Contractor prepared sizing report requires a larger generator than what is specified, the larger generator shall be provided at no additional cost to the Owner. Refer to the table below for load step information and the Plans for electrical load details.

<i>Load Step</i>	<i>Load Description</i>
1.	Existing Distribution Panel

Submittals

The following information shall be furnished:

1. Evaluation of engine generator size based in starting requirements. Provide calculations verifying transient voltage dip will not exceed 15 percent with sudden application of rated load.
2. Plan of diesel generator set offered showing interconnecting wiring diagrams; all wiring in unit and on Plans shall be number coded.
3. Literature describing the diesel engine generator set.
4. Literature describing auxiliary equipment to be furnished.

The following shall be furnished in tabular form:

1. Engine make
2. Number of cylinders
3. Bore (in inches)
4. Stroke (in inches)
5. Generator make and type
6. Generator electrical rating, kVA
7. Cubic inch displacement Fuel oil consumption
8. Exciter and type
9. Horsepower at rated load
10. Enclosure size, exterior dimensions

Provide factory test results. See Source Quality Control below.

1. Provide field test results. See Site Test requirements under Part 3 of this specification.
2. Provide five (5) copies of manufacturer's operating and maintenance instructions for each piece of equipment. Information shall be complete and in suitable form for ready use by Owner's operations staff. Catalog cuts and information regarding spare parts shall be included. Operating manuals and instructions shall be assembled in hardback binders.

Project Conditions

Interruption of existing electrical service: Do not interrupt electrical service to facilities occupied by the Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:

1. Notify Owner no fewer than two working days in advance of proposed interruption of electrical service.
2. Do not proceed with interruption of electrical service without Owner's written permission.

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3. Engine generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - a. Minimum Temperature: 0 degrees Fahrenheit
 - b. Maximum Temperature: 115 degrees Fahrenheit.
 - c. Relative Humidity: 0-95 percent
 - d. Altitude: Sea level to 850 feet

Coordination

Coordinate size and location of concrete bases for package engine generator set and fuel tanks. Cast anchor-bolt inserts into concrete bases. Concrete, reinforcement and formwork requirements are specified with concrete.

Coordinate size and location of roof curbs, equipment supports, roof penetrations and wall penetrations for exhaust systems.

Quality Assurance

The engine generator set shall be supplied by a manufacturer who has been regularly engaged in the production of engine-generators sets and associated controls for a minimum of twenty years, thereby identifying one source of supply and responsibility. The packaged engine generator set, and auxiliary components shall be provided through one source from a single manufacturer.

The manufacturer shall provide factory-trained service and parts support through a factory authorized dealer/supplier that is regularly doing business in the area of installation. The factory authorized dealer/supplier shall maintain a service center capable of providing training, parts, and emergency services within 50 miles of the project site.

Warranty

The electrical standby system, including the engine generator set, exerciser and transfer switch, shall be guaranteed for two years or 1,500 hours operation from date of start-up service and acceptance, whichever occurs first.

Extra Materials

A set of specialty tools necessary for routine maintenance of the equipment shall be furnished.

The following spare parts shall be furnished:

- 3 - Sets of fuel filter elements and gaskets
- 3 - Lubricating oil filter elements and gaskets
- 3 - Air cleaner filter elements
- 2 - Complete sets of V-belts including fan and alternator drive belts

Part 2 – Products

Manufacturers

Subject to compliance with these specifications, the following manufacturers are approved for bidding:

- Cummins
- Caterpillar
- Kohler
- MTU
- Generac
- Blue Star

Ensure engine generator and accessories are provided by the above-named manufacturer and its authorized dealer. Ensure local availability of service and replacement parts.

Manufactured Units

The general design of the engine generator furnished shall be manufacturer's standard, except where it differs from the requirements of these specifications. Engine shall, as a minimum, be in accordance with requirements of this specification and may be manufacturer's standard commercial product with added features needed to comply with these requirements. Additional or better features which are not specifically prohibited by this specification, but which are a part of the manufacturer's standard commercial products, shall be included in the engine generator being furnished. A standard commercial product is a product which has been or will be sold on the commercial market through advertisements or manufacturer's catalogs, or brochures, and represents the latest production model.

Components

Generator

1. Generator shall be a revolving field, 4-pole brushless connection to the alternator. Generator rotor shall have been dynamically balanced and aligned with the engine and connected to the engine using a flexible disc coupling.

Voltage Regulator

1. Engine-generator unit shall have a steady state voltage regulator. Generator set shall be capable of recovering to a minimum of 90 percent of rated no load voltage following the application of the specified kVA load at near zero power factor applied to the generator set. Maximum voltage dip on application of this load, considering both alternator performance and engine speed changes shall not exceed 15 percent.
2. Supply generator with a voltage level control to provide an adjustable output voltage of plus/minus five percent. Mount voltage control device on engine control panel.

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Electric Starting System

1. Engine shall be equipped with electric starting system of sufficient capacity to crank engine at a speed which will allow for full diesel start of the engine. Arrange starting pinion to disengage automatically when diesel engine starts.
2. Furnish storage batteries with rack having sufficient capacity for cranking engine for at least 30 seconds at firing speed in ambient temperatures specified and with capacity for starting diesel engine a minimum of three times in immediate succession. Batteries and rack shall be easily removable without disassembly of engine components.

Cooling System

1. Cooling system shall consist of frame-mounted radiator with engine water pump fan assembly and fan guard. Radiator capacity shall be adequate using engine fan cooling to maintain safe operation at 115-degree Fahrenheit ambient temperature.
2. Provide an engine thermostat to regulate engine water temperature as recommended by the manufacturer. Included in the cooling loop shall be a high-coolant temperature device to shut down engine through the engine control panel when engine temperature is excessive.
3. Provide cooling system water heaters suitable for operation on a 120-volt, 60 Hz current to maintain engine water temperature at 120 degrees Fahrenheit at an ambient temperature of 50 degrees Fahrenheit. Heaters shall be Kim jacket heaters or approved equal. Provide thermostatically controlled heaters. The coolant heater shall be UL 499 listed and labeled. Fill engine cooling system with a mixture of water, anti-freeze, and corrosion inhibitor to provide freezing protection at an ambient temperature of -20 degrees Fahrenheit.

Air Cleaners

1. Engine shall be provided with one or more dry-type air cleaners of sufficient capacity to effectively protect working parts of the engine from dust, grit, and ash.

Governor System

1. An electronic governor system shall provide automatic isochronous frequency regulation. The control system shall actively control the fuel rate and excitation as appropriate to the state of the generator set. Fuel rate shall be regulated as a function of starting, accelerating to start disconnect speed, accelerating to rated speed. The governing system shall include a programmable warm up at idle and cool down at idle function.

Lubrication

1. Engine shall have gear-type lubricating oil pump for supplying oil under pressure to main bearings, crank pin bearings, pistons, piston pins, timing gears, camshaft bearings, and valve rocker mechanism.
2. Provide effective lubricating oil filter and locate and connect it so that lubricating oil is continuously filtered and cleaned. Filters shall be accessible, easily removed and cleaned, and equipped with spring-loaded bypass valve as insurance against stoppage of lubricating oil circulation in event the filters become clogged.
3. Engine shall have suitable lubricating oil cooler, either air-cooled or water-cooled, and provisions for draining oil by piping or other means to the outside of engine housing.

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Frame

1. Engine shall be factory-assembled and aligned on a heavy-duty steel base with integral fuel tank. Batteries shall be housed in an acid-resistant box, which shall be mounted on engine frame and adjacent to the engine. Location of battery housing shall not interfere with maintenance and inspection of the engine. Construct the frame to insure proper alignment of all rotating parts and to prevent vibration build-up. Base shall permit skidding in any direction during installation and shall be provided with suitable holes for foundation bolts and vibration isolators. Provide vibration isolators, spring/pad type, quantity as recommended by the generator set manufacturer. Isolators shall include seismic restraints if required by the site location.
2. Set shall have provision for conveniently attaching hoisting slings as well as for fork lift pick-up.

Sound-Attenuated Enclosure

1. The engine/generator system shall be provided with an exterior rated, sound-attenuated enclosure to reduce noise emissions, protect the system from excessive dirt, dust, ash, weather and vandalism. All access doors shall be lockable. The housing shall be factory installed and allow easy access to the engine-generator and the control panel. The control panel shall be mounted on the end of the enclosure, opposite the radiator end. Enclosure doors shall not be wider than 36-inch each to allow for convenient access to the enclosure interior.
2. The enclosure shall provide a sound level at full load no greater than 75 dB(A). This sound level shall represent the average measurement taken at eight points located equidistant, 23 feet from the center of the engine generator at full load.
3. The enclosure shall comply with the requirements of the NEC for all wiring materials and component spacing. The total assembly of generator set, enclosure, and sub-base fuel tank (when used) shall be designed to be lifted into place using spreader bars. Housing shall provide ample airflow for generator set operation at rated load in an ambient temperature of 100 degrees Fahrenheit. The housing shall have hinged access doors as required to maintain easy access for all operating and service functions. Enclosure roof shall be cambered to prevent rainwater accumulation. Openings shall be screened to limit access of rodents into the enclosure. All electrical power and control interconnections shall be made within the perimeter of the enclosure.
4. Enclosure shall be constructed of minimum 12-gauge steel for framework and 14-gauge steel for panels. All hardware and hinges shall be stainless steel.
5. A factory-mounted exhaust silencer shall be installed inside the enclosure. The exhaust shall exit the enclosure through a rain collar and terminate with a rain cap. Exhaust connections to the generator set shall be through seamless flexible connections.
6. The enclosure shall include the following maintenance provisions:
 - a) Flexible coolant and lubricating oil drain lines, that extend to the exterior of the enclosure, with internal drain valves.
 - b) External radiator fill provision.

Exhaust System

1. Muffler shall be rated as necessary to comply with Town of Eatonville noise emission standards, and shall be furnished with the engine. The muffler and engine combination shall be sized to meet the power supply rating.
2. All exhaust piping and fittings shall be stainless steel. Provide stainless steel supports as necessary for a secure rigid pipe system.
3. Exhaust system for the diesel engine shall conform to codes set forth in the NFPA, Volume 4, Section 211, and shall comply with recommendations for exhaust systems as specified by the diesel engine manufacturer.
4. Pitch horizontal runs of exhaust pipe downward, away from engine. Completely support the exhaust system so no weight or stress is applied to engine exhaust manifold or turbocharger.
5. Provide a condensate drain for the muffler through a petcock.
6. The entire exhaust system shall be wrapped in an insulation blanket rated to withstand a minimum temperature of 1,200 degrees Fahrenheit. The exterior blanket shall be protected with a 0.016 aluminum jacket with weatherproof end cap.

Fuel System

1. Engine shall operate on automotive diesel fuel complying with the limiting requirements of ASTM grade low sulfur Diesel Fuel #2 and the requirements of the engine manufacturer. Diesel engines requiring a premium fuel will not be considered.
2. Injection pumps and injection valves shall be a type not requiring adjustment in service and shall be capable of quick replacement by ordinary mechanics without special diesel experience.
3. Fuel injection pumps shall be positive action, constant-stroke pumps, actuated by cam-driven gears from engine camshaft.
4. Fuel lines between injection pumps and valves shall be of heavy seamless tubing and, to eliminate irregularity of fuel injection shall be the same length for all cylinders.
5. Equip fuel system with racor-type, water-removing fuel filter, having replaceable elements which may be easily removed from their housing for replacing, without breaking any fuel line connections or disturbing fuel pumps or any other part of engine. Locate all fuel filters in one accessible housing, ahead of injection pumps so that fuel will have been thoroughly filtered before it reaches the pump. No screen or filter requiring cleaning or replacement will be used in the injection pump or injection valve assemblies.
6. Provide integral fuel tank mounted between the structural steel skids for engine fuel supply. The tank, as installed shall meet all local and regional requirements for above ground tanks. All tanks shall be dual-walled, and meet the requirements of UL 142, minimum (or as shown on the Plans). The tank shall be sized to allow 24 hours of continuous full load operation using the following criteria:
 - a) 12 hours of exercising supply before low fuel alarm
 - b) 12 hours of operation after a low-low fuel alarm

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7. Tank shall be especially constructed for mounting in this location by the engine generator manufacturer. Provide tank with the following:
 - a) Fuel level gauge
 - b) Drain
 - c) Fill pipe and vent
 - d) Leak detection provisions, wired to the generator set control for local and remote alarm indication.
 - e) High- and low-level float switches to indicate fuel level. Wire switches to generator control for local and remote indication of fuel level.
 - f) Integral lifting provisions.
 - g) Slope tanks to the engine pick-up tube 5 percent minimum. Provide a panel mounted fuel level gauge.
8. Provide fuel feed line valve at engine. Provide fuel return line that is not valved. Mount return line in the top of the tank to prevent fuel siphon into the engine. All fuel lines shall have flexible sections between tank and engine to absorb vibration.
9. Install fuel storage system according to diesel engine manufacturer's recommendations and conform to the NFPA Code and Uniform Building Code.

Fuel

1. Fill fuel tank completely full at completion of construction.

Control Panel and Alarm System

1. The Engine control panel shall be integrally mounted to the engine generator assembly on the generator at the opposite end of the radiator. It shall be enclosed in a NEMA 4 enclosure.
2. The control shall have automatic remote start capability from a panel-mounted, 3-position (Stop, Run, and Remote) switch.
3. The generator set shall be provided with alarm and status indicating lamps to indicate non-automatic generator status, and existing alarm and shutdown conditions. The lamps shall be high-intensity LED type.
4. Alarm panel shall have a reset push button for acknowledging alarm conditions and latching indicating lights for each alarm point to display to operation personnel the reason for engine shutdown. Label lights as shown below.
5. The generator set control shall indicate the existence of the following alarm and shutdown conditions on a digital display panel:
 - a. Alarms
 - i. Low oil pressure warning
 - ii. Oil pressure sender failure
 - iii. Low coolant temperature

- iv. High coolant temperature warning
 - v. Low coolant level
 - vi. Engine temperature sender failure
 - vii. Low DC voltage
 - viii. High DC voltage
 - ix. Weak battery
 - x. Low fuel warning
 - xi. Overload
 - xii. Battery Charger Malfunction
 - xiii. Overcurrent
 - xiv. Under Frequency
- b. Shutdown Alarms
- i. Low oil pressure
 - ii. Low-Low Fuel
 - iii. High coolant temperature
 - iv. Fail to crank
 - v. Overcrank
 - vi. Overspeed
 - vii. High AC voltage
 - viii. Low AC voltage
 - ix. Under frequency
 - x. Over current
 - xi. Short circuit
 - xii. Emergency stop
- c. Engine control panel shall include the following:
- i. Oil pressure gauge (psi)
 - ii. Emergency Stop Pushbutton
 - iii. Coolant temperature gauge (°F)
 - iv. Operating hour meter (hrs)
 - v. Hand-off Auto Selector switch (HOA)
 - vi. AC Frequency meter (hertz)
 - vii. AC Volt meter (0-600v)
 - viii. AC Current Meter (Amps)

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ix. Load Meter (kW)

Switch Gear

1. Provide generator switch gear with exciter circuit breaker with manual reset and a line circuit breaker with manual reset. Circuit breaker shall be set mounted and wired, UL listed, molded case thermal-magnetic type, rated as shown on Plans. Mount breakers in engine control panel. Field circuit breakers shall not be acceptable for generator overcurrent protection. Generator instrumentation shall include a panel-type ammeter with phase selector switch, a panel-type voltmeter with selector switch, and frequency meter mounted on engine control panel.

Battery Charger

1. Provide a battery charger for mounting inside the generator enclosure. The battery charger shall be current-limited, automatic-equalizing and float-charging type. The unit shall comply with UL508 and include the following features:
2. Operation: Equalizing-charging rate of 5A is initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit then automatically switches to a lower float-charging mode and continues operating in that mode until battery is discharged again.
3. Automatic Temperature Compensation: Adjusts floats and equalizes voltages for variations in ambient temperature to prevent overcharging at high temperatures and undercharging at low temperatures.
4. Automatic Voltage Regulation: Maintains output voltage constant regardless of input voltage variations up to plus or minus 10 percent.
5. Safety Features: Include sensing of abnormally low battery voltages arranged to close contacts providing low battery voltage indication on control and monitoring panel. Also include sensing of high battery voltage and loss of AC input or DC output of battery charger. Either of these conditions closes contacts that provide a battery charger malfunction indication at the monitoring panel.

Finishes

Prime and paint diesel engine set and accessories in conformity with manufacturer's standard practice.

Color of diesel engine set enclosure shall be of manufacturer's standard color, unless noted otherwise on Plans.

Manufacturer shall ship with the unit a quart of touch-up paint for each of the finishes.

All sheet metal exposed to the exterior (generator enclosure) shall be primed for corrosion protection and finish painted with the manufacturer's standard color using a two-step electrocoating paint process, or equal meeting the performance requirements specified below. All surfaces of all metal parts shall be primed and painted. The painting process shall result in a coating that meets the following requirements:

1. Primer thickness, 0.5-2.0 Mils. Top coat thickness, 0.8-1.2 Mils.

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2. Gloss, per ASTM D523-89, 80-percent plus or minus 5-percent. Gloss retention after one year shall exceed 50 percent.
3. Crosshatch adhesion, per ASTM D3359-93, 4B-5B.
4. Impact resistance, per ASTM D2794-93, 120-160 inch-pounds.
5. Salt Spray, per ASTM B117-90, 1000+ hours.
6. Humidity, per ASTM D2247-92, 1000+ hours.
7. Water Soak, per ASTM D2247-92, 1000+ hours.

Painting of hoses, clamps, wiring harnesses, and other non-metallic service parts shall not be acceptable. Fasteners used shall be corrosion resistant and designed to minimize marring of the painted surface when removed for normal installation or service work.

Source Quality Control

Engine generator unit shall be tested at manufacturer's plant at full load before shipment. Test shall consist of a steady load run of at least 4 hours duration at 100 percent full rated load. Complete test reports shall be made which show the engine fuel consumption, kilowatt output, voltage, frequency, amperage, engine temperature, lube oil pressure, and load transfer results. Five (5) copies of the certified test reports shall be supplied to Owner prior to shipment. Owner and/or their representative shall be given opportunity to witness the tests by the manufacturer.

Part 3 – Execution**Installation**

Install engine in conformity with the Plans and manufacturer's instructions and under manufacturer's direct supervision.

Install ancillary circuits for battery charger, engine heaters, etc. in conformance with the Plans.

Site Test

Contractor shall provide sufficient fuel for engine generator on-site testing; following completion of testing Contractor shall fill engine generator fuel tank full prior to project acceptance. Supplier shall be responsible for calibration, startup, and initial performance to meet the specifications herein. Supplier shall provide a trained, qualified representative to check installation and connection, perform field tests as indicated, and certify to Owner its performance does meet the specifications.

Upon completion of unit installation, carry out running tests. Operate engine for a period of not less than 2 hours at full rated load. A load bank shall be provided by the Contractor for performing the 2-hour load test. Following load testing, five successful loss-of-power tests must be performed to verify proper operation of ATS and generator with power being supplied to motor(s) and pump(s). Engine generator shall be tested to verify that the transient voltage dip will not exceed 15 percent of rated voltage when the largest single step of the rated load is applied. Test shall demonstrate the ability of the engine generator to carry the specified loads. Upon completion of the tests, final adjustments shall be made to equipment by a qualified representative of the engine manufacturer. Fuel and oil filters shall be replaced, belt drive tensions checked, and the proper operation of all equipment demonstrated to Owner's

representative. Owner's representative shall be instructed in the maintenance and operation of equipment. Five (5) copies of these test results shall be provided to Owner and included with the operation and instruction manual.

16.92 Transfer Switches

[CSI 26 36 23]

16.92.2 Automatic Transfer Switch

[CSI 26 36 23]

Part 1 – General

Transfer Switches

The Community Center transfer switch shall be 600A, 120/208 three-phase, NEMA 3R rated and equipped with three poles for normal and emergency service of 208 volts, 60 hertz, 3-phase.

Design Criteria

The transfer switch shall be mechanically and electrically held and rated to 208 volts for all classes of load and continuous inductive duty.

The transfer switch shall conform to UL 1008 provisions for Withstand Current Ratings and Closing Ratings. The transfer switch shall be rated at a minimum Withstand Rating of 42,000 Amps.

The switch shall be capable of enduring 6,000 cycles of complete opening and closing at rated current and voltage at a rate of 6 cycles per minute without failure.

The switch shall be double throw inherently interlocked mechanically and electrically to prevent supplying the load from both sources simultaneously. The operating current shall be obtained from the source to which the load is to be transferred. The transfer mechanism shall be of the double break design with solid silver cadmium surface contacts and individual heat resistant arc chambers. The switches shall have arc chutes, heating dissipation and arcing suppression, and heavy-duty springs to ensure quick and clean breaks.

Arc barriers and magnetic blowout coils will also be acceptable if single break contacts are used. The contacts shall be capable of carrying 20 times the continuous rating for interrupting current.

All contacts, coils, etc. shall be readily accessible for replacement from front of panel without major disassembly of associated parts.

Part 2 – Products

Manufactured Units

The automatic transfer switch shall be supplied by the Manufacturer of Engine generator system.

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Components

The transfer switch shall include the following accessories:

Undervoltage Sensor

1. Adjustable solid-state low voltage sensing relays (pick up 85 to 98 percent of normal voltage set at 98 percent; drop out 75 to 100 percent set of 90 percent of pickup setting). Provide for each phase on both utility and backup power sources.

Time Delay Start and Stop on Drop Out

1. Solid state adjustable time delay on start (0 to 15 seconds). Set start delay for 15 seconds. Timer will send start signal to gen set CP, where louver timer will allow 15 second delay for louvers to open prior to starting gen set.

Time Delay Stop

1. Solid state adjustable time delay (0 to 10 minutes) to allow generator cooldown after normal power is restored and retransfer occurs. Set at 5 minutes.

Time Delay Transfer and Retransfer

1. Solid state time delay relay adjustable 2 to 120 seconds for transfer to emergency and 0 to 30 minutes for retransfer to normal. Set at 5 minutes for retransfer to normal. Set at 3 seconds for transfer to emergency.

With or Without Load Selector Switch

1. Switch to select exercise with or without station load.

Normal-Test Switch

1. Switch such that in the "Normal" mode the transfer switch will operate automatically and in the "Test" mode the generator will start for test purposes. This switch shall work in conjunction with the "With" or "Without" load switch.

Exerciser Clock

1. Provide solid state exerciser clock to set the day, time, and duration of generator set exercise/test period. Provide "With" or "Without" load selector switch for the exercise period. The exerciser clock shall have the capability to program two separate exercises. The Contractor shall program the exerciser clock per direction from the Owner.

If the standard exerciser clock cannot be programmed to do multiple event schedule arrangements as described above, then the manufacturer shall provide a separate programming clock to Crouzet Brand or approved equal.

Programmed Transition

1. The load transfer control shall be capable of remaining in the neutral position for an adjustable time of 0.5 to 60 seconds when transferring from on-line power source to the other to allow residual voltages to decay before application of the source. Set at 60 seconds.
 - a) Position lights for normal and emergency positions indication and for normal and emergency power available.
 - b) Switch position indication limit switches for normal and generator positions.

Power Meters

1. Provide an AC Voltmeter, an Ammeter, and a Frequency meter; 2.5-inch, analog, 2-percent accuracy. Provide a phase selector switch to read L-L voltage and current of both power sources.

Operator Interface Display

1. Provide operator interface display that allows operators to adjust all settings and see all values.

Control Board

1. Provide current generation hardware and firmware for the control board.

Provide manual override switch to bypass the control system and transfer load from source to source when control is disabled.

16.95 Testing

[CSI 26 08 00]

16.95.1 Common Work for Testing

[CSI 26 08 05]

Part 1 – General

Submittals

Test reports shall be submitted to the Engineer prior to final acceptance in accordance with Division 1.33 of these specifications.

Scheduling and Coordination

The Contractor shall inform the Engineer in advance of testing in accordance with the requirements listed in Division 1 of these specifications.

Prior to scheduling the testing, the Contractor shall have satisfied themselves that the project area is properly cleaned up; all patching and painting deemed necessary properly completed; and all systems, equipment and controls are functioning as intended.

Part 2 – Products

Source Quality Control

Submit reports of factory tests and adjustments performed by equipment manufacturers to the Engineer prior to field testing and adjustment of equipment. These reports shall identify the equipment and show dates, results of test, measured values and final adjustment settings. Provide factory tests and adjustments for equipment where factory tests are specified in the equipment specifications. The Engineer may inspect the fabricated equipment at the factory before shipment to job site. Provide the Engineer with sufficient prior notice so that an inspection can be arranged at the factory.

Part 3 – Execution

Site Testing

Test all circuits for continuity, freedom from ground, and proper operation during progress of the work.

Insulation Resistance, Continuity, and Rotation: Perform routine insulation resistance, continuity and rotation tests for all distribution and utilization equipment prior and in addition to tests performed by the testing laboratory specified herein.

Electric Motors: Perform voltage, current and resistance tests on all motors ½ horsepower and larger installed this project. Insulation resistance readings shall be taken with a 500-volt megger for 30 seconds with the circuit conductors connected to the motor. Verify that an overload condition does not exist.

Conduct special test as required for service and/or system ground.

Arc Flash Study, Protection Device Coordination, and Short Circuit Analysis

[CSI 26 05 73.13, 26 05 73.16, 26 05 73.19]

Contractor to provide the services of a recognized independent testing laboratory or coordination analysis consultant for the proper system coordination of the protective devices furnished on this project. Submit the name and the qualifications of the laboratory or consultant for review by the Engineer; qualifications must include professional registration of proposed personnel as electrical engineers.

The protective device on the line side closest to the fault or abnormal conditions shall isolate the problem portion of the system and minimize damage in that portion. The rest of the system shall be maintained in normal service. The coordination shall be in conformance with the recommendations of latest IEEE Standard 242.

Provide an Arc Flash Hazard Study for the electrical distribution system shown on the Plans. The intent of the Arc Flash Hazard Study is to determine hazards that exist at each major piece of electrical equipment shown on the one-line diagrams. This includes generators and transfer switches. The study will include creation of Arc Flash Hazard Warning Labels listing all items as required in NFPA 70E-2018. These labels serve as a guide to assist technicians and others in the selection of proper Personal Protective Equipment when working around exposed and energized conductors. The electrical contractor will install the labels. The arc flash hazard study shall consider all operating scenarios during normal conditions alternate operations, emergency power conditions, and any other operations, which could result in maximum arc flash hazard. The label shall list the maximum incidental energy calculated and the scenario number and description on the label.

Submit the analysis that shall include arc flash, impedance, and short circuit calculations, list of any assumptions made and the analysis, the recommended settings of the protective devices, and the system time/current characteristic curves. The submittal shall be completed and submitted in conjunction with the circuit breaker submittal to allow time for review and re-submittal, if necessary, before the implementation of final settings and adjustments by the testing laboratory.

Field Quality Control

General

1. Conduct final test in the presence of Owner and/or their authorized representative. Contractor shall provide all testing instrumentation and labor required to demonstrate satisfactory operation of systems, equipment and controls.

Operational Tests

1. Operational test all circuits to demonstrate that the circuits and equipment have been properly installed, adjusted and are ready for full-time service. Demonstrate the proper functioning of circuits in all modes of operation, and including alarm conditions, and demonstrate satisfactory interfacing with the data acquisition and alarm systems.

16.95.3 Conductor Test Report

[CSI 26 08 13]

Conductor Test Report Page 1 of 1															
PROJECT:								OWNER:							
Contractor Co. Name:								Phone Number:							
Tested by:								Test Date:							
Race- way	V	C	Operating Load Voltage						Insulation Resistance - OHMS						
Label	(1)	(2)	(3)	VAB	VCB	VCA	VAN	VBN	VCN	A-B	B-C	C-A	A-G	B-G	C-G
A															
B															
C															
D															
E															
F															
G															

1. Refer to raceway and wire schedule and one-line diagram for description of feeder identified by label shown on this report
2. Visual Inspection – Check when completed
3. Continuity Test – Check when completed

16.95.4 Ground Electrode Resistance Test Report

[CSI 26 08 15]

Ground Electrode Resistance Test Report	
PROJECT:	OWNER:
Contractor Co. Name:	Phone Number:
Tested by:	Test Date:
Test Meter Type:	
Test Distance-D:	
Soil Conditions:	
Measured Resistance:	
DESCRIPTION OF TEST PROCEDURE, CONDITIONS, RESULTS:	

Division 18

Measurement and Payment

18.0 GENERAL

It is the intention of these specifications that performance of work under bid items shall result in complete construction, in proper operating condition, of improvements identified in these written specifications and accompanying plans. Work and material not specifically listed herein but required according to the plans and specifications and general practice shall be included in Contractor's bid price in the most closely applicable bid item.

If a minimum bid amount has been established for any item and the bidder's entry is less than the minimum specified amount, the Owner will unilaterally revise the price to the minimum specified amount and recalculate the total. The recalculated total will be used by the Owner for award purposes and to fix the contract price amount and the amount of the contract bond.

If a maximum or fixed bid amount has been established for any item and the bidder's entry exceeds the maximum or fixed specified amount, the Owner will reduce the bid item price to the maximum or fixed specified amount and relocate the offsetting amounts to bid items of the Owner's choosing.

Bid Item 1 – Mobilization, Demobilization, Site Preparation, and Cleanup

Lump sum price covers complete cost of furnishing, installing and testing, complete and in-place, all work and materials necessary to: move and organize equipment and personnel onto the job site; secure job site; traffic control for deliveries; provide and maintain necessary support facilities; obtain all necessary permits and licenses; prepare site for construction operations; construction surveying (if necessary); maintain site and surrounding areas during construction, move all personnel and equipment off site after contract completion; cleanup site prior to final acceptance; and accomplish all other items of work not specifically listed in other divisions.

No more than 90-percent of bid amount for this item will be paid before final payment request, and this bid amount may not be more than 10-percent of value of total contract.

Bid Item 2 – Site Work

Lump sum price shown shall cover the complete cost of providing all site work relating to construction of improvements as shown on the Plans and specified herein. Work includes, but is not limited to: Temporary Erosion and Sediment Control (TESC); clearing and grubbing; demolition and removal; site grading; disposal of excess material; concrete generator pad; concrete equipment pads; temporary removal of existing gate and re-installation; relocation of HVAC outdoor unit; surface restoration and landscaping, restoration of existing concrete walkways and slabs, restoration of existing asphalt and pavement markings; final site and building cleanup, and all other work necessary for a complete installation of all site work.

Bid Item 3 – Electrical

The lump sum price shown shall cover the complete cost of providing all labor, materials, and equipment necessary for the electrical work shown on the Plans, and detailed in the contract specifications.

Bid Item 4 – Construction Records and O&M Manuals

Lump sum price shown shall cover the complete cost of providing all mark-up plans necessary for the Owner to create accurate as-built construction records as detailed in the specifications. The work includes locating all structures and utilities to determine their as-constructed locations and elevations, records of all mechanical and electrical equipment for maintenance purposes, and operation and maintenance manuals. The minimum price for this work will be \$2,000. Failure to comply with the as-built requirements and furnish acceptable as-built records will result in the deletion of this bid item by change order.

Payment for this work will not be made prior to the final payment. Payment shall be lump sum.

Bid Item 5 – Minor Change

Payments or credits for minor change work amounting to \$10,000 or less may be made under the bid item “Minor Change” at the discretion of the City. For the purposes of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount of \$25,000 for “Minor Change” in the Proposal to become part of the Bid by the Contractor. If no “Minor Change” agreements are entered into, no payments shall be paid for this bid item.

APPENDIX A

	Rates	Fringes
ELECTRICIAN.....	\$ 65.14	26.56

ENGI0612-010 06/01/2025		
	Rates	Fringes
OPERATOR: Blade Finish.....	\$ 61.41	27.32
OPERATOR: Concrete Pump Truck mount with boom attachment over 42M.....	\$ 60.63	27.32
OPERATOR: Grader/Blade.....	\$ 61.41	27.32
OPERATOR: Loader Overhead 6 yards but not including 8 yards.....	\$ 61.41	27.32
Overhead under 6 yards.....	\$ 60.63	27.32
OPERATOR: Oiler Drill Oilers: auger type; truck or crane mount; Truck Crane Oiler/Driver: under 100 tons.....	\$ 60.63	27.32
Truck Crane Oiler/Driver: 100 tons and over.....	\$ 59.96	27.32
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 61.41	27.32
OPERATOR: Screed.....	\$ 61.41	27.32
Power Equipment Operator: (Dozer) D-9 & Under.....	\$ 59.96	27.32

IRON0086-006 07/07/2025		
	Rates	Fringes
IRONWORKER.....	\$ 57.94	34.52

LAB00242-011 06/01/2025		
	Rates	Fringes
LABORER: Asbestos Abatement (Removal from Floors, Walls, & Ceilings).....	\$ 50.38	16.96

LAB00242-012 06/01/2025		
	Rates	Fringes
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 52.31	17.01

LAB00242-015 06/01/2025		
	Rates	Fringes
LABORER: Form Stripping.....	\$ 50.38	16.96

LAB00242-017 06/01/2025		
	Rates	Fringes
LABORER: Grade Checker.....	\$ 52.31	17.01

LAB00242-018 06/01/2025

	Rates	Fringes
LABORER: Jackhammer.....	\$ 51.52	16.99

LAB00242-020 06/01/2025

	Rates	Fringes
LABORER: Nozzle Person.....	\$ 52.31	17.01

LAB00242-021 06/01/2025

	Rates	Fringes
SCAFFOLD BUILDER.....	\$ 50.38	16.96

LAB00242-022 06/01/2025

	Rates	Fringes
TRAFFIC CONTROL: Flagger.....	\$ 40.88	16.72

LAB00252-015 06/01/2025

	Rates	Fringes
LABORER: Concrete Saw Chain.....	\$ 51.52	16.99

LAB00252-016 06/01/2025

	Rates	Fringes
LABORER: Hod Carrier.....	\$ 53.99	17.05

LAB00252-017 06/01/2025

	Rates	Fringes
Laborer, Mason Tender Brick.....	\$ 50.38	16.96

LAB00252-018 06/01/2025

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 53.99	17.05

LAB00335-007 06/01/2025

	Rates	Fringes
LABORER: Fire Watch.....	\$ 40.56	15.60

PAIN0188-001 07/01/2025

	Rates	Fringes
GLAZIER.....	\$ 61.14	23.76

PAIN0300-003 07/01/2025

Rates	Fringes
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Painter.....	\$ 41.24	14.70

PAIN0364-001 07/01/2025		
	Rates	Fringes
Drywall Finisher/Taper.....	\$ 53.59	23.65

PAIN1238-001 07/01/2025		
	Rates	Fringes
Floor Layer: Soft Floors.....	\$ 42.01	20.20

PLAS0528-009 06/01/2024		
	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 54.16	21.27

PLAS0528-010 06/01/2024		
	Rates	Fringes
Plasterer.....	\$ 52.50	20.67

PLUM0026-015 06/01/2025		
	Rates	Fringes
Pipefitter.....	\$ 60.72	34.15

PLUM0026-018 06/01/2025		
	Rates	Fringes
Plumber.....	\$ 60.72	34.15

ROOF0153-003 02/01/2024		
	Rates	Fringes
Roofer.....	\$ 48.01	16.44

SFWA0699-004 07/01/2025		
	Rates	Fringes
Sprinkler Fitter.....	\$ 68.89	33.80

SHEE0066-014 06/01/2025		
	Rates	Fringes
Sheet Metal Worker.....	\$ 69.86	33.39

TEAM0174-009 06/01/2025		
	Rates	Fringes
Truck Driver: Concrete Truck....	\$ 55.43	27.52

TEAM0174-010 06/01/2025		
	Rates	Fringes

TRUCK DRIVER: Dump Truck		
16 to 30 yard capacity.....	\$ 55.43	27.52
Less than 16 yard capacity..	\$ 54.59	27.52

TEAM0174-011 06/01/2025

	Rates	Fringes
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TRUCK DRIVER: Pickup Truck.....	\$ 51.78	27.52
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* UAVG-WA-0002 03/01/2024

	Rates	Fringes
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OPERATOR: Drill.....	\$ 56.42	21.15
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SUWA2018-011 03/01/2024

	Rates	Fringes
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LABORER: Common or General.....	\$ 35.58	10.89
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LABORER: Landscape.....	\$ 18.22	5.60
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LABORER: Pipelayer.....	\$ 35.83	10.89
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OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 39.16	17.40
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OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 40.53	9.56
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OPERATOR: Crane.....	\$ 39.05	18.34
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OPERATOR: Mechanic.....	\$ 42.85	19.20
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been

renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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