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Section 00 11 13 – Advertisement for Bids

The PORT OF PORT TOWNSEND is currently accepting sealed bids for construction of the following:

Port of Port Townsend Contract No.: PH-01-022
Washington State Historical Society Contract #27-18
Washington State Department of Commerce Brownfields Revolving Loan Fund (BRLF)
Contract No. 26-64213-002

Point Hudson Roof Replacement and Asbestos Abatement Project

The work required for this project includes the work as indicated in these Contract Documents. The work required for this project includes:

- A. Replacement of existing original roofing for the Point Hudson Historic Quarantine Facility Buildings (North and East side of the Point Hudson Marina harbor (Medical Officer-in-Charge Quarters, Duplex Building, Cupola Building (Including Annex), Hospital Building, Main Building, Nurse’s Quarters and Marina Office, as described generally below:
1. Removal and disposal of approximately 28,500 square feet of existing Transite (Asbestos) Tile Shingles
 2. Removal and disposal of approximately 4,350 square feet of existing asphalt composition roofing and building paper and 2,000 square feet of existing standing seam metal roofing
 3. Installation of approximately 37,050 square feet of 15/32” CDX plywood sheathing.
 4. Installation of approximately 36,300 square feet of self-adhering high-temperature weatherproof membrane
 5. Installation of new flashing at valleys, ridges, hips, chimneys and other penetrations compatible with new roof system.
 6. Installation of approximately 36,300 square feet of new aluminum standing seam metal roofing
 7. Application of preservative coating system for approximately 5,060 square feet of existing copper roof features
 8. Traffic control and overhead protection of pedestrian walkways and building entrances during construction

Hand deliver bids to the front desk receptionist at the Port Administration Office, 2701 Jefferson St, Port Townsend, Washington by **10:00 a.m. on February 27, 2026**. Hand delivered bids shall be sealed in an envelope, with a return address on it, and plainly marked in the lower left-hand corner “SEALED BID FOR Point Hudson Roof Replacement and Asbestos Abatement”.

Prospective bidders are invited to attend a non-mandatory pre-bid conference/site visit on either February 10, 2026 at 10:30 am PST or February 12, 2026 at 1:30 pm at the Pavilion Building (355 Hudson Street, Port Townsend, WA 98368) as stipulated in the advertisement for bids. The pre-bid conference/site visits are meant to provide time for prospective bidders to inspect conditions not normally visible from the street for selected buildings (e.g. attic and selected roof conditions). Point Hudson Marina and RV Park is open year-round for prospective bidders to observe building conditions from the ground or street level. Prospective bidders may elect to attend none or both sessions if desired. There will be no virtual or call-in meeting options for either pre-bid session.

The Engineer’s Estimate for the Point Hudson Roof Replacement and Asbestos Abatement project is \$1.850 M - \$2.150 M.

Each bid must be accompanied by a Bid Guaranty, either a Certified Check or Bid Bond in an amount equal to five (5) percent of the Bid.

This project includes an apprentice utilization requirement of 15% and contains a monetary incentive for contractors who meet the requirement and a penalty for those who fail to demonstrate a good faith effort.

Disadvantaged, Minority, and Women’s Business Enterprises are encouraged to respond. The Port of Port Townsend does not discriminate on the grounds of race, color, religion, national origin, sex, age or handicap in consideration for a project award.

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Section 00 11 13 – Advertisement for Bids

This project is funded in part by the State of Washington Heritage Capital Projects program with the Washington State Historical Society as administrator. This project is also supported by the EPA Brownfield Revolving Loan Fund, specifically for the abatement of hazardous materials (asbestos). Loan funds are administered by the BRLF Program, Washington State Department of Commerce. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the EPA.

The Port of Port Townsend reserves the right to reject any and all bids, waive technicalities or irregularities and to accept any bid if such action is believed to be for the best interest of the Port. Please refer to Section 02 21 13, Instructions to Bidders for the bid submittal, modification, and evaluation process and bid validity duration.

All questions shall be directed to Dave Nakagawara ((360) 385-0656, ext. 109, dnakagawara@portoft.com).

Access to project bid documents (plans, specifications, information bulletins, addenda, and Bidders List) is provided to registered planholders. Go to the Port of Port Townsend Public Works – Engineering Department website at <https://portoft.com/pointhudsonroofs/> to be registered on the official planholders list.

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PART 1 - BIDDING REQUIREMENTS

1.01 RECIPROCITY PREFERENCE FOR RESIDENT CONTRACTORS

- A. In accordance with RCW 39.04.380, the State of Washington is enforcing a Reciprocal Preference for Resident Contractors. Any public works project in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor.
- B. A nonresident contractor from a state that provides a percentage bid preference means a contractor that:
 - 1. is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and
 - 2. at the time of bidding on a public works project, does not have a physical office located in Washington.

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- C. the state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.
- D. This section does not apply to public works procured pursuant to RCW39.04.280, RCW 39.04.151 through 39.04.154, or any other procurement exempt from competitive bidding.

1.02 EXAMINATION OF CONTRACT DOCUMENTS AND REGULATIONS

- A. The bidder shall examine the Contract Documents and any other data made available to the bidder relating to the Work and shall comply with all instructions and provisions. The bidder shall promptly notify the Contracting Agency of ambiguities, inconsistencies, or errors, if any, which it may discover upon examination of the Contract Documents and any other data made available to the bidder relating to the Work. The submission of a Bid shall constitute an acknowledgement upon which the Contracting Agency may rely that the bidder has thoroughly examined and is familiar with the Contract Documents and has reviewed all applicable federal, state and local statutes, regulations, ordinances and environmental documents relating to the work and all permits which have been applied for and/or issued pertaining to the Work. The failure or neglect of a bidder to examine any of the Contract Documents, statutes, regulations, ordinances, environmental documents or permits shall not relieve the bidder from any obligations with respect to the Contract Documents or the Work.
- B. The bidder shall verify that all documents provided by the Contracting Agency, and upon which the bidder is basing its bid, are full and complete with no missing pages, sheets or unintentional blank spaces. Submittal of a bid indicates the bidder has verified it has obtained all Contracting Agency-supplied Contract Documents. No claim for additional work due to missing bid information will be considered.
- C. If the bidder elects to review or download Contract Documents electronically from websites it is the bidder's responsibility to ensure that all documents are complete and that all addenda have been reviewed prior to submission of Bid.

1.03 INSPECTION OF WORK SITE

- A. Bidder shall inspect and compare the work site and Contract Documents to evaluate the location of the Work, the actual physical conditions of the site, and surface and subsurface conditions ordinarily encountered and generally recognized as inherent in the Work. Bidder may enter the work site but shall obtain written permission from the Contracting Agency prior to entering any buildings or structures\conducting physical testing of the work site
- B. If the bidder finds facts or conditions which appear to conflict with the Contract Documents or with any other data made available to the bidder relating to the Work, the bidder shall promptly notify the Contracting Agency in writing.

1.04 CLARIFICATION OF CONTRACT DOCUMENTS

- A. Requests for interpretation or reports of ambiguities shall be made in writing and delivered to the Contracting Agency at least seven calendar days before the Bid submittal deadline. Clarifications, interpretations, or supplemental instructions which change the scope of work and or schedule described in the contract documents, will be issued only in the form of written addenda. All addenda shall become part of the Contract Documents and any subsequently awarded Contract.
- B. Copies of addenda will be supplied to registered planholders. It is the responsibility of the bidder to verify issuance of any addenda prior to the Bid submittal deadline.
- C. Each bidder shall acknowledge the receipt of all addenda issued on its Bid. If such acknowledgement is not made, the Contracting Agency reserves the right to show constructive notice through delivery records or the bidder's use of information contained in the addenda.
- D. Bidders shall not rely upon any oral statements or conversations, whether at the pre-bid conference or otherwise, that they may have with Contracting Agency employees, agents or representatives regarding the Contract Documents. No oral clarification or interpretations will be made to any bidder as to the meaning of the Contract Documents.

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1.05 PRE-BID CONFERENCE

- A. Prospective bidders are invited to attend a non-mandatory pre-bid conference/site visit on either February 10, 2026 at 10:30 am PST or February 12, 2026 at 1:30 pm at the Pavilion Building (355 Hudson Street, Port Townsend, WA 98368) as stipulated in the advertisement for bids. Prospective bidders may elect to attend none or both sessions if desired.
- B. An opportunity will be provided at each conference, weather permitting, for prospective contractors to inspect the roofs of Building 7, Building 12 and Building 13 and attic conditions of Building 12. These are the only two periods during the bid process when the abovementioned buildings are available for roof and attic inspections. The remainder of the buildings under this project contract are visible from the street and public areas. Occupants and tenants of other campus buildings shall not be disturbed nor business activities disrupted during, before or after the pre-bid conferences, including ladder access or on-roof activities.
- C. There will be no virtual or call-in meeting options for either pre-bid session. Attendees should review the information and safety precautions set forth in the Contract Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and hold the Contracting Agency harmless from any and all claims of personal injury arising from their participation in the site visit.

1.06 SUBSTITUTION REQUESTS

- A. Products, equipment, materials or methods described in the Contract Documents are to establish a standard of quality, function, appearance, and dimension. A proposed substitution shall have equal attributes in all respects.
- B. During the bidding period written requests by prime bidders for substitutions may be considered if received by the Contracting Agency at least fourteen days prior to the bid submittal deadline. The Contracting Agency may, in its sole discretion, defer the consideration of a proposed substitution until after Contract award.
- C. Each substitution request shall, in accordance with the applicable provisions of Section 01 33 00, describe the proposed substitution in its entirety including the name of the material or equipment, drawings, catalog cuts, performance or test data and all other information required for an evaluation. The submittal shall also include a statement noting all changes required in adjoining, dependent or other interrelated work necessitated by the incorporation of the proposed substitution. The bidder shall bear the burden of proof to show that the proposed substitution meets or exceeds the required function and is equal or superior to the specification.
- D. The Contracting Agency may require that samples be submitted or demonstration made prior to approval. The Contracting Agency's decision of approval or disapproval of a proposed substitution shall be final.
- E. Approval of substitutions will be made by addenda prior to bid submittal deadline or by change order after contract execution, at the Contracting Agency's sole discretion.

PART 2 - PREPARATION AND SUBMITTAL OF BIDS

2.01 FORM OF BID

- A. Bids shall be submitted on the forms provided by the Contracting Agency in Specification Section 00 41 43 – Bid Form.
- B. All blanks on the bid forms shall be filled in by ink or typed.
- C. Alterations, erasures, or interlineations within the blanks, if any, shall be in ink and initialed by the signer of the Bid.
- D. The bidder shall make no deletions, additional conditions or stipulations on the bid form or qualify its Bid in any manner.

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2.02 BID PRICE

- A. All prices on the bid form shall be in U.S. dollars.
- B. For unit price bids a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.
- C. The price on the bid form for that element of Work shall include everything necessary for the prosecution and completion of the Work in accordance with the Contract Documents including, but not limited to, furnishing all required materials, equipment, tools, transportation of Contracting Agency furnished materials, plant and other facilities, quality control testing, survey, and all home office management, superintendence, labor and services, and field design, except as may be otherwise provided in the Contract Documents.
- D. Estimated quantities, if any, set forth on the bid form are estimates only, being given only as a basis for the comparison of Bids, and the Contracting Agency does not warrant, expressly or by implication, that the actual amount of work will correspond to the estimated quantities. The Contracting Agency reserves the right to increase or decrease the amount of any class or portion of the Work and to make changes in the Work as the Contracting Agency may deem necessary or appropriate. The basis of payment for unit price bid items for which estimated quantities were set forth on the bid form shall be the actual number of unit items provided or performed under this Contract. In the event of a 25% quantity increase or decrease, the unit price may be adjusted as provided in the General Conditions.
- E. Prices shall be expressed in figures only.

2.03 TAXES

- A. The Work to be performed under this Contract constitutes a "retail sale" as such term is defined in RCW 82.04.050. The prices on the bid form shall not include state or local retail sales taxes. The Contracting Agency will pay state and local retail sales tax on each progress payment and final payment to the Contractor for transmittal by the Contractor to the Washington State Department of Revenue or to the applicable local government. The Contractor will pay retail sales tax on all consumables used during the performance of the work and on all items which are not incorporated into the final work, which tax shall be included in the prices on the bid form.
- B. No increase will be made in the amount to be paid by the Contracting Agency under this Contract because of any misunderstanding by or lack of knowledge of the Contractor as to liability for, or the amount of, any taxes for which the Contractor is liable or responsible by law or under this Contract.
- C. Retail sales tax to be paid by Contracting Agency on each payment shall be shown as a separate item on the bid form. In any case where it is not included as a separate item, the Contracting Agency will add the sales tax to the total of the bid prices shown.

2.04 BIDDER'S NAME AND SIGNATURE

- A. The bid form shall include the legal name and contractor registration number of the bidder and shall indicate whether bidder is a sole proprietor, a partnership, a corporation, joint venture, or other legal entity. The bid form shall be signed by a person legally authorized to bind the bidder to a contract and shall indicate the bidder's address. A bid form signed by an agent shall have a current power of attorney attached certifying agent's authority to bind the bidder. Upon request of the Contracting Agency the bidder shall provide corporate or partnership documentation evidencing the bidder's legal status and showing the authority of the person signing the bid form to execute contracts on behalf of the bidder.
- B. The bid form shall not become a part of the Contract Documents except by inclusion into the Agreement.

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2.05 PROPOSED SUBCONTRACTORS

- A. The Contracting Agency encourages and supports the use of M/WBE subcontractors and suppliers on all Work. This project is subject to the Fair Share Objectives of 40 CFR Part 33, Subpart D and Contractor shall take the five good faith efforts in paragraphs 1 through 5 below:
1. Ensure Disadvantaged Business Enterprises are made aware of subcontracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
 2. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
 3. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For this contract, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
 4. Encourage subcontracting with a consortium of Disadvantaged Business Enterprises when a subcontract is too large for one of these firms to handle individually.
 5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- B. The bidder shall list on the bid form the name of each subcontractor responsible for performing work or supplying material in excess of fifteen percent (15%) of the total amount bid. For each qualifying subcontractor and supplier, the bidder shall provide:
- C. For purposes of this paragraph, a subcontractor is defined as one who contracts directly with the Contractor to furnish materials, equipment, and labor for the performance of the Work. A supplier is one who supplies materials to be permanently or temporarily incorporated into project by either the Contractor or its subcontractors.

2.06 BID GUARANTEE

- A. The Bid Guarantee shall be in one of the following forms and made payable to the Port of Port Townsend: a bid bond, either the form provided in Section 00 43 13, or a form accepted by the Contracting Agency prior to bid which contains provisions substantially similar to those in Section 00 43 13, duly completed by a guarantee company authorized to do business in the state of Washington; a U.S. postal money order; or a certified check or cashier's check drawn upon a banking institution. The surety signing the bid bond must appear on the U.S. Treasury Department's most current list (Circular 570 as amended), and the surety's name must appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

2.07 BID SUBMITTAL

- A. The Bid, the Bid Guaranty, and all other documents required to be submitted with the Bid shall be enclosed in a sealed envelope marked "bid submittal by" followed by the name and address of the bidder, the Contracting Agency-designated project name, and the date and time for the opening of Bids.
- B. If the Bid is mailed, it shall be addressed to the Port of Port Townsend, P.O. Box 1180, Port Townsend, WA 98368. The Bid shall be enclosed within another envelope with the notation "BID ENCLOSED" on the face.
- C. If the Bid is hand delivered, it shall be delivered to the Contracting Agency's Administration Office reception counter, which is located at 2701 Jefferson St, Port Townsend, WA. As parking is very limited in the area, be sure to allow sufficient time for delivery of the bid.

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- D. No Bid shall be considered which has not been received at the Contracting Agency's Administration Office reception counter before the Bid submittal deadline specified in the Advertisement for Bids. Bidder shall assume full responsibility for timely delivery of its Bid at the specified location.
- E. Oral, telephonic, telefaxed, electronic, or telegraphic Bids are invalid and will not receive consideration.

2.08 ALTERNATIVE BIDS

- A. If alternative or optional bid items, additive or deductive, are included in the bid schedule, the bidder is required to submit a price for the alternate or optional bid items in their bid submittal.

2.09 WITHDRAWAL OR MODIFICATION OF BID

- A. A bidder may withdraw or modify its Bid before the Bid submittal deadline by submitting written notice to the Contracting Agency signed by the bidder. After Bid opening no bidder may withdraw or modify its Bid unless Contract award is delayed beyond the time specified in the Advertisement of Bids.

2.10 BID OPENING

- A. Unless stated otherwise in the Advertisement for Bids, all Bids which have been properly identified and received will be publicly opened and the prices read aloud. No evaluation of the Bids will be made at that time except for the announcement of the apparent low bidder.
- B. Unless stated otherwise in the Advertisement for Bids, public bid opening shall take place at the Contracting Agency's Administration Office, located at 2701 Jefferson St, Port Townsend, WA.

2.11 BID VALIDITY

- A. All Bids submitted shall be valid and binding on the bidder for a period of sixty calendar (60) days following the Bid submittal deadline and for any extension of time granted by the bidder.

PART 3 - BID EVALUATION

3.01 EVALUATION STANDARD

- A. Award of contract will be made at the Contracting Agency's sole discretion, in the Contracting Agency's best interest considering the base bid, alternative/optional bid item(s), if any, and other factors. The Contracting Agency may reject all bids and not award the contract.
- B. Additionally, the Contracting Agency reserves the right to negotiate base bid prices (including changes to the contract plans and specifications) with the low responsive, responsible Bidder to bring the final contract amount within the funds available prior to award or prior to Contract Execution.
- C. The intent of the Contracting Agency is to award a contract to the low responsive, responsible Bidder by considering the following:
 - 1. Relevant Experience Criteria:
Relevant Experience shall be provided on the Bid Form. The bidder along with subcontractors will be evaluated on successful past project completion, either as a general contractor or principal subcontractor (relevant experience of qualified employees who have worked for other general contractors or principal subcontractors may also be considered based upon previous work experience) of one or more projects containing similar construction elements to this Project including the following:
 - a. Re-roofing of historic or older building structures;
 - b. Abatement of Transite (ACM) Shingles;
 - c. Preservation of historic building structures;
 - d. Re-roofing and abatement of structures in public facilities requiring re-roofing while businesses were open for occupancy and operations

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2. Responsibility:

As defined in 39.04.350 RCW, and including such additional factors, including but not limited to:

- a. The ability, capacity, and skill of the Bidder to perform the work;
- b. The character, integrity, reputation, judgement, experience, and efficiency of the Bidder;
- c. Whether the Bidder can perform the work within the time specified;
- d. The quality of performance of previous work;
- e. Ability to provide required deliverables under the contract documents in a responsive and timely manner including, but not limited to, required shop drawings, schedules, submittals, and as-builts;
- f. Demonstration of being reasonable in pricing change orders;
- g. Demonstration of being responsive in resolving warranty issues in a timely manner;
- h. Demonstration of ability to perform the work and adhere to contract documents without litigation or the threat of litigation;
- i. The previous and existing compliance by the Bidder with laws and requirements relating to the work and contract;
- j. Such other information as may have bearing on the decision to award the contract.

3. Non- Responsive:

- a. An incomplete or non-conforming bid proposal;
- b. Not a registered contractor as required by law;
- c. No subcontractor's list when required by invitation to bid;
- d. Submitting a modified and conditioned bid or bid form;
- e. No bid bond when required by invitation to bid;
- f. No certification when required by invitation to bid.

3.02 VERIFICATION OF BID PRICES

- A. Prices set forth in the Bid will be reviewed by the Contracting Agency for mathematical accuracy. The Contracting Agency reserves the right to correct mathematical errors or complete mathematical calculations that are obvious on the face of the Bid. In the event of a discrepancy between a unit price and the extended amount for a Bid item, the unit price will control. The prices, corrected for mathematical errors, shall be used as the amount of the Bid items for evaluation and award purposes.

3.03 CLAIM OF ERROR

- A. A bidder claiming error in its Bid must submit supporting evidence including cost breakdown sheets within 24 hours of Bid opening and provide any other supporting documentation requested by the Contracting Agency. In the event the bidder demonstrates an error in the Bid to the Contracting Agency's satisfaction, the Contracting Agency may allow the bidder to withdraw its Bid.

3.04 RESPONSIVE BIDS

- A. The Contracting Agency, in its sole discretion, reserves the right to determine Bid irregularities which render a Bid non-responsive, and to waive informalities and immaterial irregularities in the Bid. A Bid shall be considered irregular and may be rejected by the Contracting Agency as non-responsive for reasons including, but not limited to:
1. If the bid form furnished or authorized is not used or is altered;
 2. If the bid form or any required supplemental documents are incomplete, contain any additions, deletions, conditions, or otherwise fail to conform to the Contracting Agency's requirements;
 3. If the bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;
 4. If the Bid or Bid Guaranty is not properly executed, or shows an incorrect amount;

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5. If the Bid fails to include a price for every bid item;
6. If the Contracting Agency reasonably deems the Bid Guaranty inadequate; or
7. If the Contracting Agency deems any of the bid prices to be excessively unbalanced either above or below the amount of a reasonable bid price for the item of Work to be performed, to the potential detriment of the Contracting Agency.

3.05 BIDDER QUALIFICATIONS

- A. Each Bidder, as part of the Bid Form, shall provide a Statement of Bidder's Qualifications and Proposed Subcontractors, which includes a statement of Bidder's Work experience and general ability to perform the Work contemplated. The Contracting Agency shall have the right to make such investigations as it deems necessary to determine the ability of the Bidder to furnish the Work as described in the Contract Documents, and the Bidder shall furnish to the Contracting Agency all such information and data for this purpose, as the Contracting Agency may request. Each Bidder shall be skilled and regularly engaged in the general class or type of Work called for in the Contract Documents. Proposed Subcontractors shall be competent, experienced, and thoroughly familiar with aspects of the Work that they will perform. The Contracting Agency reserves the right to reject any bid if the evidence submitted by, or the investigation of, such Bidder fails to satisfy the Contracting Agency that such Bidder and its proposed Subcontractors are properly qualified to carry out the obligations of the Contract and to furnish the Work described in the Contract Documents at the required standard(s) of quality.
- B. It is the intent of the Contracting Agency to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Contracting Agency to submit documentation demonstrating compliance with the criteria. The bidder must:
 1. At the time of bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW.
 2. Have a current Washington Unified Business Identifier (UBI) Number.
 3. Have a current Contractors License issued by the State in which the work is to be performed.
 4. If applicable:
 - a. Have industrial insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required by Title 51 RCW;
 - b. Have a Washington Employment Security Number as required Title 50 RCW.
 - c. Have a Washington Department of Revenue state excise tax registration number, as required by Title 82 RCW.
 5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.
- C. The Contracting Agency reserves the right to investigate the qualifications of any bidder, including but not limited to, contacting any reference or any financial institution to verify that the bidder is qualified to successfully complete the Work.
- D. In order to verify that the bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the bidder will make available upon

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request, for the Contracting Agency's review a complete itemization of its Bid, and clearly define all phases of its work.

- E. Prior to award, if requested by the Contracting Agency, the bidder and selected proposed subcontractors or suppliers shall attend a bid evaluation conference and shall bring to the conference any documents requested by the Contracting Agency to evaluate the Bid and the bidder's qualifications.

3.06 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

- A. In addition to the bidder responsibility criteria above, the Contracting Agency may adopt relevant supplemental criteria for determining bidder responsibility applicable to a particular project which the bidder must meet (RCW 39.04.350 (2)). Adopted criteria shall be stated in Specification Section 00 73 00 - Supplementary Conditions.
- B. As evidence that the bidder meets the bidder responsibility criteria stated in Section 00 73 00, the apparent low bidder must submit the requested documentation to the Contracting Agency within 48 hours of the bid submittal deadline. In the interests of meeting the project's schedule, the Contracting Agency may request that the next lowest bidder(s) also submit the documentation.
- C. In the event bidder fails to supply the supplemental information requested concerning responsibility within the time and manner specified, the Contracting Agency may base its determination of responsibility on any available information related to the supplemental criteria or may find the bidder not responsible. The Contracting Agency reserves the right to request such documentation from other bidders also.
- D. The Contracting Agency may conduct reference checks for the bidder whose bid is under consideration for award. If information obtained from the reference checks:

1. Reveals that the bidder does not meet the Supplemental Bidder Responsibility Criteria; or
2. Indicates concerns about the bidder's performance on projects identified as meeting the Supplemental Bidder Responsibility Criteria, which may include, but not be limited to the quality of construction, the bidder's management of subcontractors, timeliness of required submittals, and safety record on the project; or
3. Indicates other concerns about the bidder's ability to successfully perform the work,

the Contracting Agency may determine that the bidder is not a responsible bidder. Prior to making such a determination that a bidder is not responsible based on information received through reference checks, the Contracting Agency will discuss with the bidder the information obtained from the references and provide the bidder with the opportunity to offer explanations that may help inform whether the Contracting Agency declares the bidder not responsible.

In conducting reference checks, the Contracting Agency may include itself as a reference if the bidder has performed work for the Contracting Agency, even if the bidder did not identify the Contracting Agency as a reference.

- E. The Contracting Agency shall consider an overall accounting for determining bidder responsibility. If the Contracting Agency determines the bidder does not meet the bidder responsibility criteria and is therefore not a responsible bidder, the Contracting Agency shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting additional information to the Contracting Agency. The Contracting Agency will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Contracting Agency will not execute a contract with any other bidder until two 2 business days after the bidder determined to be not responsible has received the final determination.
- F. The Contracting Agency may award the contract to the next lowest bidder who meets the Supplemental Bidder Responsibility Criteria and whose reference checks validate the ability of the

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 21 13 – Instructions to Bidders

bidder to successfully perform the work. The Contracting Agency will use the same process in checking references for any bidders other than the low bidder.

- G. Any bidder, within 5 business days before the bid submittal deadline, may request that the Contracting Agency modify the Supplemental Criteria. The Contracting Agency will evaluate the request submitted by any potential bidder and respond before the submittal deadline. If the evaluation results in a change of the criteria, the Contracting Agency will issue an addendum to the bidding documents identifying the new criteria.

3.07 COLLUSION

- A. If the Contracting Agency determines that collusion has occurred among the bidders, none of the Bids of the participants in such collusion will be considered. The Contracting Agency's determination of collusion shall be conclusive.

3.08 RETURN OF BID GUARANTEE

- A. As soon as the bid prices have been compared, the Contracting Agency will return the Bid Guarantee accompanying any Bids which, in the Contracting Agency's judgment, would not be considered for award. All other Bid Guaranties will be held until the Contract and bonds have been executed, after which all remaining Bid Guaranties, except which as have been forfeited, will be returned.

3.09 SINGLE BID RECEIVED

- A. If the Contracting Agency receives a single responsive, responsible Bid, the Contracting Agency shall have the right, in its sole discretion, to conduct a price or cost analysis on such Bid. The bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the Contracting Agency to assist in such analysis. By conducting such analysis, the Contracting Agency shall not be obligated to accept the single Bid; the Contracting Agency reserves the right to reject such Bid or any portion thereof.

3.10 NO BID RECEIVED

- A. For Contracts estimated to cost less than \$300,000, where the Contracting Agency receives no bids, the Contracting Agency shall have the right, in its sole discretion, to award a contract to a responsible Contractor chosen from the Small Works Roster. The Contract amount shall be at a negotiated price that does not exceed 10% of the published Engineer's estimate, and in no case shall the contract award exceed \$300,000.

3.11 RIGHTS OF THE CONTRACTING AGENCY

- A. The Contracting Agency reserves the right to accept the Bid in the best interest of the Contracting Agency from a responsive, responsible bidder, a bid schedule based upon plans and specifications prepared by the Bidder, to reject any or all Bids, republish the Advertisement for Bids, revise or cancel the work to be performed, or to do the work otherwise, if in the judgment of the Contracting Agency, the best interests of the Contracting Agency is served thereby.

PART 4 - AWARD OF CONTRACT

4.01 NOTICE OF AWARD

- A. The acceptance of a Bid will be evidenced by a written notice of award delivered to the bidder whose Bid is accepted.
- B. Within ten days after issuance of the notice of award the Agreement form set forth in Section 00 52 13 shall be executed in duplicate and returned, together with the performance and payment bonds, and certificates of insurance with endorsements as required by the Contract Documents.
- C. The bidder shall not commence physical modification of the work site until the Contracting Agency has issued its notice of award, notice to proceed, and the Contracting Agency has received the executed Agreement form and bonds and certificates of insurance meeting the requirements of the Contract Documents.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 21 13 – Instructions to Bidders

4.02 PERFORMANCE AND PAYMENT BONDS

- A. The bidder awarded this Contract shall furnish performance and payment bonds on forms set forth in Section 00 61 13.13 and Section 00 61 13.16, or similar form acceptable to the Contracting Agency in the amount of 100% of the total Contract Sum as security for the faithful performance and completion of the Work. Such bonds shall be executed and sealed by a duly licensed surety registered with the Washington State Insurance Commissioner, and the surety's name shall appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
- B. The scope of the performance and payment bonds shall not affect or alter the liabilities of the Contractor to the Contracting Agency under the terms of the Contract Documents.
- C. The Contracting Agency may require the surety to appear and qualify itself upon the bond. If at any time the Contracting Agency determines, in its sole judgment, that the surety is insufficient, the Contracting Agency may require the Contractor to furnish additional surety in form and arrangement satisfactory to the Contracting Agency and in an amount not exceeding that originally required. Payments will not be made on the Contract until sufficient surety as required is furnished.
- D. The person signing the performance bond on behalf of the Contractor shall also sign the Agreement form and bonds.

4.03 EXTENSION OF TIME

- A. If the Agreement form is not executed or not submitted to the Contracting Agency within the time required and, in the Contracting Agency's discretion, circumstances warrant an extension of time, it may extend the time for execution of the Agreement form or for furnishing bonds and insurance certificates for a period not to exceed ten additional days.

4.04 FAILURE TO EXECUTE CONTRACT

- A. If the bidder awarded the Contract fails to execute the Agreement form and furnish the required bonds and insurance certificates within ten days from delivery of the notice to award, or declares in writing its intent not to execute the Contract, its Bid Guaranty shall be forfeited to the Contracting Agency and the Contracting Agency may issue notice of award to the second lowest responsible Bidder, and in like manner until the Agreement form and bonds are executed by a responsible bidder to whom award is made, or further Bids are rejected. Forfeiture of the Bid Guaranty shall not limit the Contracting Agency's right to recover damages from the bidder caused by the bidder's failure to execute the Contract.

4.05 CANCELLATION OF AWARD

- A. The Contracting Agency reserves the right to cancel the award of any Contract at any time before the execution of said Contract by all parties without liability to the Contracting Agency.

END OF SECTION

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 41 13 – Bid Form

BID FORM

BIDDER'S NAME _____

PROJECT TITLE: Point Hudson Roof Replacement and Asbestos Abatement Project Contract No. PH-01-022
Washington State Historical Society Contract No. 27-18
Washington State Department of Commerce Brownfields Revolving Loan Fund (BRLF)
Contract No. 26-64213-002

The undersigned bidder declares that it has read the specifications, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

Evaluation of the bid schedule and award of contract will be at the Contracting Agency's sole discretion, in the Contracting Agency's best interest considering base bid schedule, alternative bid items, and other factors.

And, bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, equipment, machinery, tools, materials, etc., including all work incidental to, or described or implied as incidental to such items, according to the Contract Documents, and that the bidder will complete the work within the time stated, and that bidder will accept in full payment therefore the unit price(s) and/or lump sum prices as set forth in the bid below: (Note: Show prices in figures only.)

Unit prices and estimated quantities shall be used to determine the Bid. These prices shall also be used to adjust the Contract in the event there is an increase or decrease in the estimated quantities. All costs shall be "in place" costs and complete, **excluding State Sales Tax**. In the event of an irregularity, the unit price prevails. The Contracting Agency reserves the right to make mathematical corrections of multiplication or addition errors on the bid form.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 41 13 – Bid Form

Schedule A – Abatement of Asbestos Cement (Transite) Roof Tile

Item No.	Description	Qty	Unit	Unit Price	Total Price
A1	Mobilization/Demobilization	1	LS		
A2	Traffic Control	1	LS		
A3	Demolish and Dispose Transite Roof Tile	1	LS		
A4	Occupant and Public Health and Safety	1	LS		
				Subtotal	\$
				City of Port Townsend Sales Tax @ (9.40%)	\$
				SCHEDULE A Subtotal	\$

Schedule B – Roof Replacement

Item No.	Description	Qty	Unit	Unit Price	Total Price
B1	Demolish existing Standing Seam and Asphalt Composition Shingle Roofing	1	LS		
B2	Install 15/32" CDX Plywood Substrate	1	LS		
B3	Install Self-adhering Roof Membrane	1	LS		
B4	Install Aluminum Standing-Seam Metal Roofing	1	LS		
B5	Preserve Existing Copper Roof and Roof Features	1	LS		
				Subtotal	\$
				City of Port Townsend Sales Tax @ (9.40%)	\$
				SCHEDULE B Subtotal	\$

Schedule C – Apprentice Utilization Adjustment

Item No.	Description	Qty	Unit	Unit Price	Total Price
C1	Apprentice Utilization Adjustment	1	CALC	3000.00	3,000.00
				Subtotal	\$3,000
				City of Port Townsend Sales Tax @ (9.40%)	\$282.00
				SCHEDULE B Subtotal	\$3,282.00

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 41 13 – Bid Form

BID SUMMARY

TOTAL BID SCHEDULE A	\$
TOTAL BID SCHEDULE B	\$
TOTAL BID SCHEDULE C	\$3,282.00
TOTAL BID PRICE (all schedules)	\$

Informational

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 41 13 – Bid Form

NONCOLLUSION

The undersigned declares under penalty of perjury that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

BID REQUIREMENTS

Bidder shall submit a price for all items on the Bid Schedule as shown above including the alternative bid item(s), if any. Incomplete Bid Schedule will not be considered responsive Bids and, therefore, will be rejected.

Bidder understands that no work can be conducted on weekends or on nationally recognized holidays or as outlined in the Hours of Work specified in these Contract Documents unless otherwise agreed upon in writing by the Contracting Agency.

All sections of the bid form are required to be filled out.

ADDITIONAL BIDDER INFORMATION

(1) Bidder certifies that it has the following experience and qualifications:

1.1 Bidder's experience in this type and magnitude of Work, as outlined in the Bid Evaluation Section of Technical Specification 00 21 13 – Instruction to the Bidders:

1.2 Bidder's qualifications, including technical qualifications, to properly, timely and efficiently perform the Work:

(2) Bidder's References:

2.1 Financial:

2.2 Name and provide - current telephone numbers and current email addresses of at least three persons that the Contracting Agency may contact to obtain information about bidder's prior work of this type:

(i)

(ii)

(iii)

(3) Schedule:

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 41 13 – Bid Form

3.1 List any and all factors that might preclude bidder from meeting any part of the contract schedule and restrictions specified in the General Requirements Section 1.03; 1.04; 1.05: _____

(4) Subcontractors (including Asbestos Abatement Subcontractor) or Suppliers (performing/providing 15% or more of the work):

4.1 Subcontractors/Supplier’s name, work item description and amount of work performed: _____

4.2 Bidders Subcontractor’s/Supplier’s experience in this type and magnitude of Work: _____

4.3 Bidders Subcontractor’s/Supplier’s qualifications, including technical qualifications, to properly, timely and efficiently perform the Work: _____

(5) Facilities/equipment that bidder will use to perform the Work:

(6) Location and address of entity that will perform warranty/service/repair activities:

(7) Proposed Roofing, (including accessories) Suppliers and Sources:

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 41 13 – Bid Form

(8) Bidder certifies the following:

8.1 It has in place a proper safety and accident prevention program that for this Work fully complies with all safety orders, rules, regulations codes and requirements of all federal, state, and local governmental agencies that have jurisdiction over safety relating to the Work, including but not limited to federal OSHA and state WISHA.

8.2 It will require each of its subcontractors of any tier (if any) to have in place a proper safety and accident prevention program that meets or exceeds all requirements listed in 8.1 above.

8.3 It will strictly enforce all requirements of safety and accident prevention programs throughout the entire Work, including but not limited to all requirements relating to safety equipment, work rules, worker safety, written site-specific safety plans, safety meetings, safety inspections and all requirements to assure the safety of all work sites, all workers, all Contracting Agency employees and/or representatives, and the general public.

8.4 It will strictly comply with and ensure that all subcontractors and suppliers of any tier will strictly comply with all requirements of Section 00 73 19 Health and Safety Provisions.

8.5 It will defend, indemnify and hold the Contracting Agency harmless from any and all consequences of any failure by it or any of its subcontractors to fully comply with all the requirements of Section 00 72 00 General Conditions.

8.6 It will meet Responsibility requirements as outlined in 39.04.350 RCW and stated in the Bid Evaluation Section of the Technical Specification 00 21 13 - Instruction to Bidders.

8.7 All costs for developing bids will be borne by each bidder. The Contracting Agency is not responsible for any compensation for costs incurred as a result of compiling a bid.

I represent and warrant that the data provided above is true and accurate.

SIGNATURES

Name of Firm

Signature By (Type or Print) Title Date

Mailing Address City State Zip Code

Telephone Number E-mail

Washington State Contractor's License No.

Date of Issue Expiration Date

Legal Formation (sole proprietor, partnership, corporation, joint venture, etc.)

Federal Tax ID No.

Bids submitted without a signature will be determined non-responsive, In accordance with Specifications Section 00 21 13, paragraph 3.04

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 43 13 – Bid Security Form

KNOW ALL MEN BY THESE PRESENT:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the PORT OF PORT TOWNSEND as Oblige, in the penal sum of _____ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigned, jointly and severally, by these present.

The condition of this obligation is such that if the Oblige shall make any award to the Principal for completion of the Point Hudson Roof Replacement and Asbestos Abatement project, 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 Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Oblige; or, if the principal shall, in case of failure to do so, pay and forfeit to the Oblige 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 Oblige, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ day of _____, 202_____.

BY _____
Principal

BY _____
Surety

Agent and Address

Note: Bidder may submit surety's bid bond form, provided it is similar in substance, made out in the name of the Port of Port Townsend, and that the agent's name and address appear as specified. **Bonds containing riders limiting responsibility for toxic waste or limiting the term of responsibility will be rejected.**

Point Hudson Roof Replacement and Asbestos Abatement Project

Port of Port Townsend Project No. PH-01-022

Washington State Historical Society Contract 27-18

**Washington State Department of Commerce Brownfields Revolving Loan Fund (BRLF)
 Contract No. 26-64213-002**

THIS AGREEMENT entered into this ____ day of _____ 202____ by and between the Port of Port Townsend, a municipal corporation of Jefferson County, Washington, hereinafter called the Contracting Agency, and _____, hereinafter called the Contractor.

WHEREAS the Contracting Agency, by authority in it vested, has awarded the Contractor a contract for furnishing all the labor, equipment, materials and services necessary to complete the work described in the Contract Documents, on the Port of Port Townsend properties. This work will be accomplished as bid, for the contract sum of _____ **AND /100 DOLLARS (\$0.00)**, including Washington State Sales Tax. This work will be performed in accordance with the Contract Documents and the bid of the Contractor. The Contractor has accepted such award and said Contract Documents and bid are made a part hereof as though fully set out herein.

NOW THEREFORE, this Agreement has been executed in duplicate as of the date first written above, as authorized by the Port Commission in regular session on the ____ day of _____ 202____.

PORT OF PORT TOWNSEND	CONTRACTOR
Eron Berg Executive Director	Name: Title: Company:

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 61 13.13 – Performance Bond Form

PERFORMANCE BOND

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

CONTRACTING AGENCY:

Port of Port Townsend
P.O. Box 1180
Port Townsend, WA 98368

CONSTRUCTION CONTRACT:

Date: _____

Amount: \$ _____

Description: _____

BOND:

Date: _____

(Not earlier than Construction Contract Date)

Amount: \$ _____

Modifications to this Bond: None See Section 13

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY:

Company: _____
(Corporate Seal)

Signature: _____

Name & Title: _____

Signature: _____

Name & Title: _____

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

CONTRACTING AGENCY'S REPRESENTATIVE:

(Contracting Agency, Architect, Engineer or other Agent)

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 61 13.13 – Performance Bond Form

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Contracting Agency for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Contracting Agency Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

1. the Contracting Agency first provides notice to the Contractor and the Surety that the Contracting Agency is considering declaring a Contractor Default. Such notice shall indicate whether the Contracting Agency is requesting a conference among the Contracting Agency, Contractor and Surety to discuss the Contractor's performance. If the Contracting Agency does not request a conference, the Surety may, within five (5) business days after receipt of the Contracting Agency's notice, request such a conference. If the Surety timely requests a conference, the Contracting Agency shall attend. Unless the Contracting Agency agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Contracting Agency's notice. If the Contracting Agency, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Contracting Agency's right, if any, subsequently to declare a Contractor Default;
2. the Contracting Agency declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
3. the Contracting Agency has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Contracting Agency to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Contracting Agency has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Contracting Agency, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Contracting Agency for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Contracting Agency and a contractor selected with the Contracting Agency's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Contracting Agency the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Contracting Agency as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Contracting Agency and, as soon as practicable after the amount is determined, make payment to the Contracting Agency; or
2. Deny liability in whole or in part and notify the Contracting Agency, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Contracting Agency to the Surety demanding that the Surety perform its obligations under this Bond, and the Contracting Agency shall be entitled to enforce any remedy available to the Contracting Agency. If the Surety proceeds as provided in Section 5.4, and the Contracting Agency refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Contracting Agency shall be entitled to enforce any remedy available to the Contracting Agency.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Contracting Agency shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Contracting Agency to the Surety shall

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 61 13.13 – Performance Bond Form

not be greater than those of the Contracting Agency under the Construction Contract. Subject to the commitment by the Contracting Agency to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
2. additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Contracting Agency or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Contracting Agency or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Contracting Agency or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Contracting Agency to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Contracting Agency in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Contracting Agency and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Contracting Agency Default.** Failure of the Contracting Agency, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Contracting Agency and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Contracting Agency shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 61 13.13 – Performance Bond Form

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY:

Company: _____
(Corporate Seal)

Signature: _____

Name & Title: _____

Signature: _____

Name & Title: _____

INFORMATIONAL

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 61 13.16 – Payment Bond Form

PAYMENT BOND

CONTRACTOR:	SURETY:
<i>(Name, legal status and address)</i>	<i>(Name, legal status and principal place of business)</i>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CONTRACTING AGENCY:
 Port of Port Townsend
 P.O. Box 1180
 Port Townsend, WA 98368

CONSTRUCTION CONTRACT:
 Date: _____
 Amount: \$ _____
 Description: _____

BOND:
 Date: _____
(Not earlier than Construction Contract Date)
 Amount: \$ _____
 Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL	SURETY:
Company: _____ (Corporate Seal)	Company: _____ (Corporate Seal)
Signature: _____	Signature: _____
Name & Title: _____	Name & Title: _____

(Any additional signatures appear on the last page of this Payment Bond)
(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER: _____ **CONTRACTING AGENCY’S REPRESENTATIVE:**
(Contracting Agency, Architect, Engineer or other Agent)

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 61 13.16 – Payment Bond Form

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Contracting Agency to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms:

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Contracting Agency from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Contracting Agency Default under the Construction Contract, the Surety's obligation to the Contracting Agency under this Bond shall arise after the Contracting Agency has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Contracting Agency or the Contracting Agency's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Contracting Agency has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Contracting Agency against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

- § 5.1 Claims, who do not have a direct contract with the Contractor,
- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Contracting Agency to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Contracting Agency, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Contracting Agency to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Contracting Agency accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Contracting Agency's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Contracting Agency, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Contracting Agency shall not be liable for the payment of any costs or expenses of any Claimant under this

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 61 13.16 – Payment Bond Form

Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the State in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Contracting Agency or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Contracting Agency shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Contracting Agency and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Contracting Agency Default.** Failure of the Contracting Agency, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Contracting Agency and Contractor.

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§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Contracting Agency shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

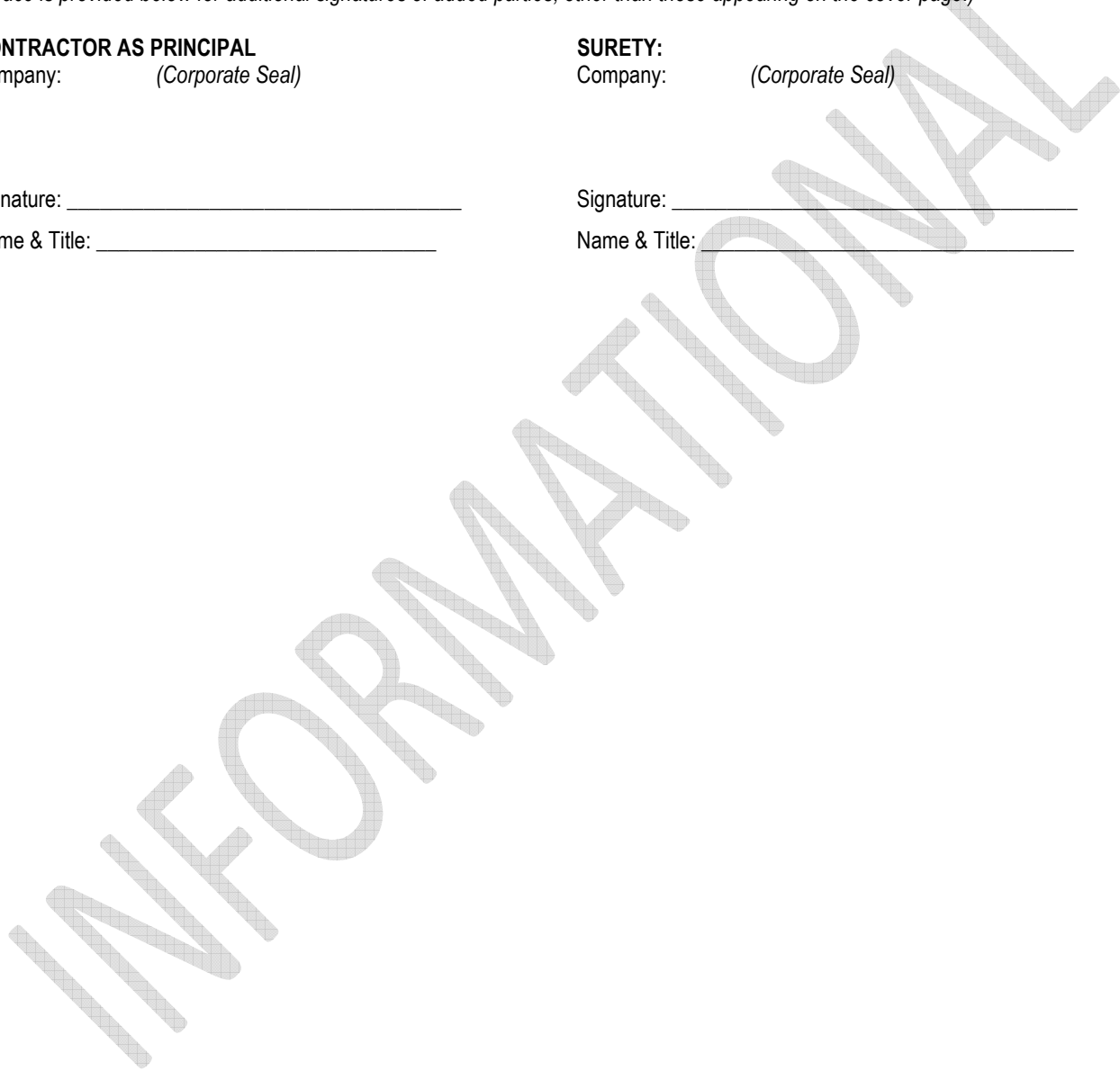
SURETY:
Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name & Title: _____

Name & Title: _____



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ARTICLE G-01
ABBREVIATIONS AND DEFINITIONS OF TERMS

Whenever, in the Contract Documents, or elsewhere in the Project Manual, the following abbreviations, words, and defined terms are used, the meaning will be as follows, which meaning shall be applicable to both the singular and plural forms thereof:

G-01.01	Abbreviations
ACI	American Concrete Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISE	Association of Iron and Steel Engineers
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration & Air Conditioning Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
AGC	Associated General Contractors of America
CPM	Critical Path Method of Project Scheduling
CRSI	Concrete Reinforcing Steel Institute
ECY	Department of Ecology
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
IBC	International Building Code
IEEE	Institute of Electrical and Electronic Engineers
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NIOSH	National Institute of Occupational Safety and Health
NRC	National Response Center
OFCCP	Office of Federal Contract Compliance Programs
ORCAA	Olympic Region Clean Air Agency
OSHA	Occupational Safety and Health Act

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PCA	Portland Cement Association
POPT	Port of Port Townsend
SMACNA	Sheet Metal & Air Conditioning Contractors' National Association, Inc.
UL	Underwriter's Laboratory
USACE	United States Army Corps of Engineers
WDFW	Washington Department of Fish and Wildlife
WISHA	Washington Industrial Safety & Health Act
WSDOT	Washington State Department of Transportation

G-01.02

Definitions

Addendum	A written or graphic document issued by the Contracting Agency prior to the opening of bids that clarifies, corrects, or changes a document contained or referenced within the Contract Documents. Addenda will be distributed to plan holders of record.
Agreement	A written form executed by the Contracting Agency and the Contractor that binds the Contractor to perform the Work in accordance with the Contract.
Bid	The offer of a bidder, on the prescribed bid form, properly executed, setting forth the price or prices for the Work to be performed.
Change Order	A written document issued by the Contracting Agency on or after the date of the execution of the Agreement that authorizes and directs an addition, deletion, or other revision in the Work, or an adjustment in the Contract Time or Contract Sum.
Contract	The Contract is the legal relationship between the Contracting Agency and the Contractor, and describes the rights, duties and obligations of each as set forth in the Contract Documents.
Contracting Agency	The Port of Port Townsend. The term Contracting Agency also includes all of the Port's commissioners, officers, employees and other authorized representatives.
Contract Bonds	The approved form of security in the form of a Performance Bond and a Payment Bond, furnished by the Contractor and its surety as required by the Contract Documents.
Contract Documents	The Contract Documents consist of the advertisement for bids, instructions to bidders, Agreement, the Plans, Drawings, Specifications, General Conditions, Supplementary Conditions, Addenda, Change Orders, form of bond, insurance certificates, the bid form and any other form indicated by the Contracting Agency as being part of the Contract Documents. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
Contract Sum	The Contract Sum stated in the Agreement Form as amended by Change Order is the total amount payable by the Contracting Agency to the Contractor for performance of the Work in accordance with the Contract

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	<p>Documents. The Contract Sum does not include state or local sales tax on the transaction between the Contracting Agency and the Contractor.</p>
Contract Time	<p>Contract Time is the period of time provided in the Contract Documents for the performance of the Work by the Contractor. Contract Time may be changed only by way of Change Order.</p>
Contractor	<p>The Contractor is the individual, partnership, firm, corporation, joint venture, or other business entity identified as such in the Agreement which has agreed to perform the Work in accordance with the Contract Documents.</p>
Day	<p>The term Day shall mean a calendar day unless otherwise specifically designated.</p>
Drawings	<p>The graphic presentation of the Work, or parts thereof, which indicates the size, form, location, and arrangement of the various elements of the Work.</p>
Engineer	<p>The Contracting Agency representative who directly supervises the engineering and administration of a construction Contract. Contracting Agency</p>
Final Acceptance	<p>The official act of the Port of Port Townsend Commission as described in Article G-08 .</p>
Final Completion	<p>When all Work specified in the Contract Documents is completed and all obligations of the Contractor under the contract are fulfilled by the Contractor occurs as set forth in Article G-08.</p>
Final Payment	<p>Is the payment to be made to the Contractor in accordance with Article G 08.12.</p>
Force Account Work	<p>Is Work performed on a reimbursable basis as set forth in Article G 08.06.</p>
Hazardous Materials	<p>The term "Hazardous Materials" means any hazardous or toxic substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or listed by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and any amendments thereto, and any substances, materials or wastes that are or become regulated under federal, state or local law. Hazardous Materials (or substances) shall also include, but not be limited to: regulated substances, petroleum products, pollutants, and any and all other environmental contamination as defined by, and in any and all federal, state and/or local laws, rules, regulations, ordinances or statutes now existing or hereinafter enacted relating to air, soil, water, environmental or health and safety conditions.</p>
Inspector	<p>The Engineer's authorized representative assigned to make inspections of the Contractor's performance of the Work.</p>
In-Water Work	<p>Is Work that has the potential to create turbidity or create under water noise occurring below the water surface and is therefore subject to the limitations of the in-water work window from September 15 to January 15 during two consecutive construction seasons. The limitation does not apply to equipment that operates under USCG rules for vessels.</p>

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Liquidated Damages	The amount of money set forth in the Contract Documents, if any, for failure of Contractor to comply with certain provisions of the Contract Document.
Notice to Proceed	The written notice from the Contracting Agency to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which Contract time begins.
Physical Completion	Physical Completion occurs when all Work required as a whole, or a designated portion thereof is complete in accordance with the Contract Documents as set forth in Section G-08. All documentation required by the Contract and required by law does not necessarily need be furnished by the Contractor by this date.
Project Manager	The authorized representative for the Contracting Agency who is located on or near the project site and assigned immediate charge of the on-site administration of the construction project.
Plans	The concept or mental formulation for the Work. The plans may be represented graphically by drawings, by the written words within the Contract Documents, or both.
Product Data	The illustrations, standard schedules, performance charts, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.
Project	The particular Work described in the Contract Documents.
Provide	The all-inclusive actions required to furnish, install, connect, adjust, test, and make ready for use or occupancy.
Punch List	Shall have the meaning set forth in Section G-08.08.
Samples	Physical examples illustrating materials, equipment or workmanship and establish standards by which the Work will be judged.
Schedule of Prices	Means the unit prices set forth in the Contract Documents.
Shop Drawings	Same as "Working Drawings" as defined in these General Conditions.
Specifications	Those portions of the Contract Documents consisting of the written technical descriptions of materials, equipment, construction systems, standards, workmanship and other requirements which govern the quality and performance of the Work.
Subcontractor	A Subcontractor is a business entity that has an agreement with the Contractor to perform a portion of the Work. The term "Subcontractor" means and includes the Subcontractor and its authorized representatives.
Sub-subcontractor	A Sub-subcontractor is a business entity that has an agreement with a Subcontractor to perform a portion of the Work. The term Sub subcontractor means and includes the Sub-subcontractors at all tiers.
Substantial Completion	Substantial Completion occurs when the Work as a whole or a designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so that the Contracting Agency can use or occupy the Work or a designated portion thereof for the use for which the Contracting Agency intended and the requirements set forth in G-08 have been satisfied.

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Supplementary Conditions	That portion of the Contract Documents that amends or supplements these General Conditions.
Supplier	A vendor, supplier, distributor, or materialman that supplies material or equipment used in the performance of the Work.
Unit Price Work	Work to be paid for on the basis of unit prices stated in the Schedule of Prices or a Change Order, if any. Such Work to be measured for payment as described within the Contract Documents.
Work	All services, labor, materials, equipment, and incidentals necessary for the complete and successful completion of the work and service required by, or reasonably inferable from, the Contract Documents, including all materials and equipment to be incorporated in the construction, all as set forth in the Contract Documents.
Working Drawings	Shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, stress diagrams, bending diagrams for reinforcing steel, or other diagrams, plans, or data used to illustrate some portion of the Work which the Contractor is required to submit to the Engineer for approval.
WSDOT Standard Specifications	Refers to the “Standard Specifications for Road, Bridge, and Municipal Construction”, most recent publication, by the Washington Department of Transportation.

G-01.03 Titles or Headings

The titles or headings of the sections, divisions, parts, articles, paragraphs, or subparagraphs, of the specifications are intended only for convenience of reference and shall not be considered as having any bearing on the interpretation of the text.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 72 00 – General Conditions

ARTICLE G-02

INTENT, CORRELATIONS, AND EXECUTION OF CONTRACT DOCUMENTS

G-02.01 Intent of the Contract Documents

- A. The intent of the Contract Documents is to prescribe a complete Work. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary and appropriate to complete all parts of the Work. Compensation for the cost of furnishing the foregoing and for full performance of the Work in full conformance with the Contract Documents is included in the Contract Sum.
- B. The Contract Documents which set forth the rights and responsibilities of the Contracting Agency and the Contractor shall be construed in accordance with the laws of the state of Washington. Exclusive jurisdiction and venue for any action between the Contracting Agency and the Contractor, arising out of or in connection with the Project, shall be the Superior Court in Jefferson County, Washington.
- C. The Contract represents the entire and integrated agreement between the Contracting Agency and the Contractor. It supersedes all prior discussions, negotiations, representations or agreements pertaining to the Work, whether written or oral.

G-02.02 Correlation of the Contract Documents

- A. Each Contract Document is an essential part of the Contract between the Contracting Agency and the Contractor, and a requirement present in one Contract Document is binding as though it was present in all. The Contract Documents are intended to be complementary and prescribe and provide for all Work required by the Contract Documents. Anything mentioned in the Specifications and not shown in the Drawings, or shown in the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. Any Work, materials or equipment that has not been specifically included in the Contract Documents but which is reasonably required to produce the intended result shall be provided by the Contractor as though it had been specifically included.
- B. Conditions or Work not covered by the specifications may be described in other Contract Documents and shall be performed by the Contractor in accordance therewith and in accordance with the Specifications insofar as applicable. Work required by the Contract Documents for which a separate price is not provided in the Contract Documents shall nevertheless be considered as a part of the Work and all costs of the same are deemed to be included in the Contract Sum.
- C. The drawings listed in the Supplementary Conditions indicate only such details as are necessary to give a comprehensive idea of the Work. The Engineer may furnish to the Contractor such additional drawings and clarifications, consistent with the purpose and intent of the Contract Documents, as the Engineer may deem necessary to detail and illustrate the Work. The Contractor shall conform its Work to such drawings and explanations. The furnishing of such additional drawings or clarifications shall not entitle the Contractor to an increase in the Contract Time or Contract Sum.
- D. If there are discrepancies between the various Contract Documents, Specifications shall govern over conditions and Drawings, Drawings shall govern over conditions, larger scale drawings shall govern over smaller scale drawings, Supplementary Conditions shall govern over General Conditions, computed dimensions shall govern over scaled dimensions, and specific descriptions shall govern over general ones.
- E. In the event of a conflict between the Contract Documents and applicable laws, codes, ordinances, regulations or orders of governmental authorities having jurisdiction over the Work or any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations, or orders, the most stringent requirements of any of the above shall govern and be considered as a part of this Contract in order to afford the Contracting Agency the maximum benefits thereof.
- F. The organization of the Specifications and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade. The

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Contracting Agency assumes no responsibility to act as arbiter in the division and proper coordination of Work between particular Subcontractors or workers.

G. Contract Drawings: The following drawings are a part of the Contract Documents.

DRAWING LIST	
DWG NO.	DESCRIPTION
V1	SITE AND VICINITY PLAN
D1	BUILDING #1 ASBESTOS ABATEMENT PLAN
D2	BUILDING #2 ASBESTOS ABATEMENT PLAN
D3	BUILDING #5 AND ANNEX ASBESTOS ABATEMENT AND DEMOLITION PLAN
D4	BUILDING #7 ASBESTOS ABATEMENT PLAN
D5	BUILDING #12 ASBESTOS ABATEMENT AND DEMOLITION PLAN
D6	BUILDING #13 ASBESTOS ABATEMENT PLAN
D7	BUILDING #14 DEMOLITION PLAN
D8	BUILDING #15 ASBESTOS ABATEMENT PLAN
CP1	BUILDING #1 COPPER PRESERVATION PLAN
CP2	BUILDING #2 COPPER PRESERVATION PLAN
CP3	BUILDING #5 COPPER PRESERVATION PLAN
CP4	BUILDING #7 COPPER PRESERVATION PLAN
CP5	BUILDING #12 COPPER PRESERVATION PLAN
CP6	BUILDING #13 COPPER PRESERVATION PLAN
CP7	BUILDING #15 COPPER PRESERVATION PLAN
RR1	BUILDING #1 ROOF REPLACEMENT PLAN
RR2	BUILDING #2 ROOF REPLACEMENT PLAN
RR3	BUILDING #5 ROOF REPLACEMENT PLAN
RR4	BUILDING #7 ROOF REPLACEMENT PLAN
RR5	BUILDING #12 ROOF REPLACEMENT PLAN
RR6	BUILDING #13 ROOF REPLACEMENT PLAN
RR7	BUILDING #14 ROOF REPLACEMENT PLAN
RR8	BUILDING #15 ROOF REPLACEMENT PLAN

G-02.03 Ownership of the Contract Documents

The Contract Documents furnished to the Contractor shall remain Contracting Agency property and the Contracting Agency shall retain all intellectual property rights, including copyrights in the same. They are to be used only with respect to this Project and are not to be used on any other project.

G-02.04 No Warranties by the Contracting Agency

A. Any "bid quantities" set forth in the bid form are estimates only, being given only as a basis for the comparison of bids by the Contracting Agency. The Contracting Agency does not warrant either expressly or by implication that the actual amount of Work will correspond to those estimates. The right to increase or decrease the amount of any class or portion of the Work, or to make other changes in the Work, is reserved by the

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Contracting Agency in Article G-09. The basis of payment will be the actual quantities performed in accordance with the Contract Documents.

- B. No information derived from inspection of records or reports of investigation concerning the Work or conditions (including soil or sub-surface conditions) at the site(s) of the Work made or provided by the Contracting Agency will in any way relieve the Contractor from its responsibility for properly performing its obligations under the Contract Documents. Such records and reports are provided solely for the convenience of the Contractor with no warranties whatsoever, express or implied, by the Contracting Agency. Such records and reports are not part of the Contract Documents. The Contractor shall make its own conclusions and interpretations from the data supplied, information available from other sources, and the Contractor's own observations.

ARTICLE G-03 PORT OF PORT TOWNSEND (CONTRACTING AGENCY)

G-03.01 Authority of the Project Manager and the Engineer

- A. The Project Manager will be the Contracting Agency's representative and shall administer the Contract Documents in coordination with the Engineer, except that Final Acceptance as provided for in Article G-08 shall be accomplished by the Port of Port Townsend Commission, unless the authority to grant Final Acceptance of the Work has been delegated to a Contracting Agency official in which case Final Acceptance shall be accomplished by such official. The Project Manager has the authority to enforce all obligations imposed on the Contractor by the Contract Documents.
- B. The Work shall be performed in accordance with the Contract Documents. The Project Manager and the Engineer have the authority but not the obligation to reject Work that is defective or does not otherwise conform to the Contract Documents.
- C. Neither the Project Manager nor the Engineer shall be responsible for, or have control or charge of the means, methods, techniques, sequences, or procedures of construction, or for safety precautions or programs incidental thereto, these being the sole responsibility of the Contractor. Neither the Project Manager nor the Engineer will be responsible for or have any control or charge of the acts or omissions of the Contractor, Subcontractors, Sub-subcontractors, suppliers, or any of their agents or employees, or any other persons performing a portion of the Work.

G-03.02 Administration of the Contract

- A. Nothing in this Article or elsewhere in the Contract Documents shall be construed as requiring the Project Manager, Engineer, Inspector, or other representative of the Contracting Agency to direct or advise the Contractor as to the method or manner of performing the Work. No approval or advice given by the Contracting Agency as to the method or manner of performing the Work or procuring materials to be furnished shall constitute a representation or warranty by the Contracting Agency that the result of such method or manner will conform to the Contract Documents or achieve the desired results. Such approval or advice shall neither relieve the Contractor of any of its obligations under the Contract nor create any liability to the Contracting Agency on account of approval or advice.
- B. The Project Manager, Engineer, or Inspectors may call to the attention of the Contractor defective Work or Work that does not conform otherwise to the Contract Documents. However, the failure of the Project Manager, Engineer, or Inspectors to so inform the Contractor shall not constitute approval or acceptance of such defective or non-conforming Work.
- C. The presence of the Project Manager, Engineer or Inspector during the progress of any construction does not relieve the Contractor from responsibility for defects in the Work, nor does it bind the Contracting Agency in determining Final Completion of the Work.

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- D. Work done or material furnished which at any time is found not to conform to the requirements of the Contract Documents shall be at the Contractor's risk and expense and shall furnish no basis for an increase in the Contract Sum or Contract Time, even though the Project Manager, Engineer or Inspector fails to reject such Work or material.

G-03.03 Information Provided by the Contracting Agency

The Contracting Agency will furnish the Contractor, without charge, up to three (3) additional copies of Drawings and Specifications, and one (1) electronic copy in .pdf format.

G-03.04 Review of Working Drawings, Product Data, Samples and Other Submittals

- A. Review by the Project Manager or Engineer of the Contractor's working drawings, product data, or samples shall not relieve the Contractor of full responsibility for the accuracy of dimensions and details. Such review shall likewise not constitute acceptance by the Project Manager or Engineer of the correctness or adequacy of such submittals, nor shall it constitute a representation or warranty by the Project Manager or Engineer that the drawings will satisfy the requirements of the Contract. The Project Manager's, or Engineer's, review of a submittal shall not relieve the Contractor from responsibility for errors or omissions in the submittals.
- B. The Project Manager and/or Engineer will not review submittals that depend for their review on other submittals not yet submitted, that are not required by the Contract Documents, or that are not submitted by the Contractor.

G-03.05 Contracting Agency's Right to Carry Out Other Work

The Contracting Agency reserves the right at all times to perform, or cause to be performed, other and additional work on or near the site of the Project. Should such other or additional work or Contracting Agency operations be either underway or subsequently undertaken at or near the Project, the Contractor shall coordinate its activities with those of all other work forces and conduct its activities to avoid or minimize any conflict between the operations of the Contractor and those persons performing the other or additional work or operations.

G-03.06 Officers and Employees of the Contracting Agency Have No Personal Liability

Neither the Commissioners, Project Manager, Engineer, Inspector, nor any other officer, employee or agent of the Contracting Agency, acting within the scope of their employment, shall be personally liable to Contractor for any of their acts or omissions arising out of the Project.

G-03.07 Service of Notices on the Contractor

Any written notice required under the Contract Documents to be given to the Contractor may, at the option of the Contracting Agency, be served on the Contractor by personal service, electronic or facsimile transmission, or private courier delivery of the notice to the last address provided in writing to the Project Manager or Engineer. For the purpose of measuring time in determining the parties' rights and obligations with respect to notice given pursuant to the Contract Documents (other than that given by the personal service) is conclusively presumed to be received by the Contractor on the next business day following the Contracting Agency's electronic or facsimile transmittal or delivering it to the private courier.

ARTICLE G-04 CONTRACTOR'S RESPONSIBILITIES

G-04.01 Examination of the Site of Work and Contract Documents

- A. By executing the Contract, the Contractor represents that it has carefully examined and investigated the site(s) of the Work, including material site(s), and the Contract Documents. The submission of its Bid shall be conclusive evidence that the Contractor represents and acknowledges that it has made such examinations

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and investigations and is satisfied as to the conditions to be encountered in the performance of the Work, including the character, quantity, quality, and scope of the Work, safety precautions to be undertaken, the quantities and qualities of materials to be supplied, the character of soils and subsurface materials, and equipment and labor to be used, the requirements of all Contract Documents and how all such requirements correlate to the conditions at the site(s) of the Work.

- B. The Contractor shall determine from careful examination of the Contract Documents and the site of the Work, the methods, materials, labor, and equipment required to perform the Work in full, and the Contractor shall reflect the same in its Bid.

G-04.02 Error, Inconsistency, Omission or Variance in the Contract Documents

The Contractor shall carefully study and compare the Contract Documents and shall promptly report to the Engineer any error, inconsistency, omission, or variance in the Contract Documents or from applicable laws, statutes, codes, ordinances, or regulations which are discovered by the Contractor. If the Contractor promptly reports such discovery prior to commencement of any portion of the Work affected by any such error, inconsistency, omission, or variance, the Contractor shall not be liable to the Contracting Agency for damage resulting from such error, inconsistency, omission, or variance. If, however, the Contractor fails either to carefully study and compare the Contract Documents, or to promptly report the discovery of any error, inconsistency omission, or variance known or believed by the Contractor to exist, the Contractor shall assume full responsibility therefore and shall bear all costs, liabilities and damages attributable to such error, inconsistency, omission, or variance.

G-04.03 Supervision and Construction Procedures

- A. The Contractor shall supervise and direct the Work using its best efforts, skills and attention. The Contractor shall be solely responsible for, and shall have full control and charge of construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, including the Work of Subcontractors, Sub-subcontractors, Suppliers, and all other persons performing a portion of the Work. The Contractor is for all purposes an independent contractor and not an agent or employee of the Contracting Agency.
- B. The Contractor may not assign any portion of this Contract without the Contracting Agency's prior written consent.
- C. The Contractor shall be fully responsible to the Contracting Agency for the acts or omissions of its employees, agents, Subcontractors, Sub-subcontractors, Suppliers, and their agents and employees, and all other persons who are to perform any of the Work.
- D. The Contractor shall keep a competent resident superintendent at the site of the Work continuously during its progress. Within ten (10) Days after receipt of the Notice of Award, the Contractor shall designate in writing who such superintendent shall be. The superintendent shall not be replaced without prior written notice to the Contracting Agency. The superintendent shall be experienced, capable of understanding and familiar with the Work, and able to properly supervise performance of the Work. The superintendent shall be the Contractor's representative and shall have authority to act on behalf of and bind the Contractor with respect to this Contract, except that the Contractor may indicate, in writing, limits on the authority of the superintendent. Communications or notices directed or given to the superintendent shall be as binding as if given to the Contractor.
- E. All Work shall be performed under the continuous supervision of competent and skilled personnel experienced in the tasks being performed. All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.
- F. The Contractor shall at all times enforce strict discipline and good order among all workers on the Project. The Contractor shall immediately remove incompetent, careless, or negligent workers from the performance of the Work.

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- G. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the contract, plans and specifications.
- H. Any person employed by the Contractor or by any subcontractor who violates any operational regulations and, in the opinion of the Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without approval of the Engineer.
- I. Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Engineer may suspend the Work by written notice until compliance with such orders.
- J. All equipment proposed for use on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the Work shall be such that no damage to previously completed Work, adjacent property, or existing facilities will result from its use.
- K. When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the contract, plans, and specifications.
- L. When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless the Engineer authorizes others. If the Contractor desires to use a method or type of equipment other than specified in the contract, they may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing Work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the Work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment. The Contractor shall remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this subsection.

G-04.04 Contractor to Provide all Labor, Materials, and Equipment

In accordance with the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the Work to completion, whether the same are temporary or permanent and whether or not incorporated or to be incorporated into the Work.

G-04.05 Prevailing Wage Rates to be Paid

- A. This Contract is subject to the minimum wage requirements of RCW 39.12. The hourly minimum rates for wages and fringe benefits are listed in the Contract Provisions (Appendix A). When Federal wage and fringe benefit rates are also listed in the Contract Provisions (Appendix A), the rates used are those identified by the U.S. Department of Labor's "Decision Number" shown in the Contract Provisions. Wage rates to be paid to all laborers, workers, and mechanics who perform any part of this Contract shall be not less than the prevailing wage rates as required by Chapter 39.12 R.C.W., WAC 296-127, or the Federal Davis-Bacon and Related Acts (DBRA). This requirement applies to laborers, workers, and mechanics whether they are employed by the Contractor, Subcontractors, Sub-subcontractors, or any other person who performs a portion of the Work contemplated by the Contract Documents. Higher wage rates may be paid.
- B. 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 preempted by Federal law. When the project involves highway Work, heavy Work, and building Work, the Contract Provisions may list a Federal wage and fringe benefit rate for the

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highway Work, and a separate Federal wage and fringe benefit rate for both heavy Work and building Work. The area in which the worker is physically employed shall determine which Federal wage and fringe benefit rate shall be used to compare against the State wage and fringe benefit rate

- C. By including the hourly minimum rates for wages and fringe benefits in the Contract Provisions, the Contracting Agency does not imply that the Contractor will find labor available at those rates. The Contractor shall be responsible for any amounts above the minimum that will actually have to be paid. The Contractor must bear the cost of paying wages above those shown in the contract provisions.
- D. Certified payrolls are required to be submitted by the Contractor for themselves and all subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects. Certified Payroll shall be submitted to the Engineer and to the Washington State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. When apprenticeship is a requirement of the contract, include in PWIA all apprentices. On all Federal-aid projects, provide a Federal Certified Payroll through PWIA.
- E. Pursuant to Chapter 39.04 RCW: The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-Standard, Project Specific Items" shall identify and report information required on the affidavit of wages paid form filed with the Department of Labor and Industries. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for "Off-Site, Prefabricated, Non-Standard, Project Specific Item" on the affidavit of wages paid.
- F. The Contractor or subcontractor shall comply with the reporting requirements and instructions on the affidavit of wages paid form, and shall report the following information on the affidavit of wages paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of "Off-Site, Prefabricated, Non-Standard, Project Specific" items:
 - 1. The estimated cost of the public works project;
 - 2. The name of the awarding agency and the project title;
 - 3. The contract value of the off-site, prefabricated, nonstandard, project specific items produced inside and outside Washington State, including labor and materials; and
 - 4. The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific items.
- G. In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries and the Director's decision therein shall be final and conclusive and binding on all parties involved in the dispute, as provided for by R.C.W. 39.12.060.
- H. The Contractor shall, pursuant to R.C.W. 39.12.040, file with the Contracting Agency, a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" for itself and all Subcontractors and Sub-subcontractors in performance of the Work. Such Statements require the approval of, and the Affidavits the certification of, the Industrial Statistician of the Department of Labor and Industries before such Statements or Affidavits are submitted to the Contracting Agency. The Department of Labor and Industries charges a fee for such approval and certification, which fee shall be paid by the Contractor. Any change in the fee will not be grounds for revision in Contract Sum.
- I. If a State of Washington minimum wage rate conflicts with an applicable federal minimum wage rate for the same labor classification, the higher of the two shall govern, when federal Davis Bacon prevailing wage requirements are applicable to the project. The Contracting Agency will designate in the Contract Documents when federal wage rates apply.

G-04.06 Materials and Equipment to be New

All materials and equipment required to be incorporated into the Work shall be new, unless specifically provided otherwise in the Contract Documents. All such materials and equipment shall be applied, installed, connected, erected, used, cleaned, maintained and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, unless specifically provided otherwise in the Contract Documents. Upon the request of the

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Engineer, the Contractor shall furnish satisfactory evidence as to the kind, quality, and manufacturer of materials and equipment.

G-04.07 Substitutions of Materials or Equipment

The product, equipment, materials, or methods described or noted within the Contract Documents are to establish a standard of quality, function, appearance, dimension, and shall be deemed to be followed by the words "or equal". By proposing a substitute, Contractor represents that the proposed substitution has equal attributes in all material respects to that specified and no such substitutions shall be allowed if the Contracting Agency rejects in its sole discretion such product, equipment, materials, or methods offered in the substitution. For additional requirements for substitutions of Materials or Equipment see Technical Specification Section 01 33 00 – Submittals.

G-04.08 Disposal of Demolished or Excavated Materials

- A. All materials to be demolished or excavated or dredged, and which are to be disposed of off of Contracting Agency property shall become the property of the Contractor upon their severance, demolition or excavation, and shall be tested as required by the Contracting Agency prior to removal from Contracting Agency property, except as otherwise provided in the Contract Documents. The Contractor is solely responsible for the lawful disposal of all demolished or excavated materials, and shall indemnify and hold the Contracting Agency harmless from all liability, claims, damages, lawsuits, penalties, and expenses, whether direct, indirect, or consequential (including but not limited to attorney's and consultant's fees and other expenses of litigation or arbitration) arising out of or connected in any way with the demolition, excavation, dredging or disposal of materials.
- B. Prior to offsite disposal, Contractor shall provide, for the Contracting Agency approval, the name and location of the disposal sites and copies of permits or other documentation demonstrating that the disposal sites are approved by appropriate regulatory jurisdictions to receive such materials. Under no circumstances shall soil be placed as fill in adjoining waterways or on Tribal Trust land.
- C. With respect to hazardous wastes or hazardous substances which originate at the site and are not brought onto the site by the Contractor, the Contractor shall not have liability as an owner, operator, generator or discharge of such hazardous wastes or hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. section 9601 et seq.), or the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901 et seq.), or WAC 173-303 Dangerous Waste Regulations, or, WAC 173-340 The Model Toxics Control Act (MTCA) Cleanup Regulations. Contractor shall, however, have liability for performing this Contract, and such liability shall include the responsibility to fully and completely comply with all applicable federal, state and local laws, statutes, standards, rules, regulations, orders or permits that apply to the Work.
- D. After Final Completion of the Work by Contractor in accordance with the Contract Documents, subject to its continuing obligations under the Contract Documents (including, without limitation, its obligations under the representations, warranties and guaranties with respect to the Work performed), Contractor shall not be responsible for the performance of any further remedial action, removal actions or cleanup of hazardous waste or hazardous substances at the site that the Contracting Agency may be ordered, directed or required to perform by any governmental authority after the date of Final Completion, unless such remedial action, removal action or cleanup is necessary because of the Contractor's failure to perform this Contract, any negligence in the performance of the Work, or any willful misconduct in connection with the performance of the Work.
- E. Nothing in this section shall limit or restrict the liability or responsibility of the Contractor (or any of its subcontractors, consultants, employees or agents) in the event of any failure to perform or comply with the terms of the Contract Documents, any negligence in the performance of the Work, nor shall this paragraph in any way limit or restrict the Contractor's responsibilities under the Contract Documents and applicable law in connection with the handling, transport, storage or disposal of hazardous waste or hazardous substances and/or the arranging therefore.

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G-04.09 Warranties

- A. All Work will be of good quality, free from fault or defect, and in strict accordance with the requirements of the Contract Documents. Any Work not conforming to the foregoing warranty, including unapproved or unauthorized substitutions, shall be considered defective.
- B. All Subcontractors', Sub-subcontractors', manufacturers', and Suppliers' warranties, expressed or implied, respecting any part of the Work and all materials used therein shall be obtained and enforced by the Contractor for the benefit of the Contracting Agency without the necessity of separate transfer or assignment thereof. When directed by the Engineer or required by the Contract Documents, the Contractor shall require that Subcontractors, Sub-subcontractors, manufacturers, and Suppliers execute separate warranties in writing directly to the Contracting Agency. Warranty provisions that purport to limit or alter the Contracting Agency's rights under the Contract Documents are null and void.
- C. The Contractor warrants that title to all Work, materials and equipment covered by a progress payment or final payment will pass to the Contracting Agency either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances. The Contractor further warrants that no Work, materials, or equipment covered by a request for a progress payment or final payment will have been acquired by the Contractor, or by any other person performing Work at the project site or furnishing materials and equipment for the project, which Work, materials, or equipment are subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller of the same or is otherwise imposed by the Contractor or other person.

G-04.10 State and Local Taxes

- A. All or a portion of the labor and materials furnished under this Contract may be subject to retail sales taxes and other state and local taxes which taxes are payable by the Contractor.
- B. The Contractor should direct all questions concerning applicable taxes on any portion of the Work to the State of Washington Department of Revenue or to the local taxing authority.
- C. State and local retail sales taxes applicable to the transaction between the Contracting Agency and Contractor for sales to the Contracting Agency of tangible personal property or charges to the Contracting Agency for labor or services which constitute a retail sale under Section 82.04.050 of the Revised Code of Washington will be added to the Contract Sum. The Contracting Agency will add retail sales tax to each progress payment for the Contractor to forward to the taxing authority.
- D. The Contractor shall be responsible for complying with the requirements of all permits obtained by the Contracting Agency as well as those obtained by the Contractor. Any additional permits, certificates or agency approvals required for completion of this work are the responsibility of the Contractor per G-04. The permits required for completion of this work are the responsibility of the Contractor and are as follows:
 - 1. Olympic Region Clean Air Agency (ORCAA) Asbestos Removal Notification
 - 2. Building Permit, City of Port Townsend
 - 3. Historic Preservation Approval, City of Port Townsend
 - 4. Shoreline Exemption and Flood Development Permit, City of Port Townsend

Contractor shall perform the work specified in this contract in compliance with the conditions set forth in the above referenced permits. Permits are provided in the Appendices.

G-04.11 Permits, Licenses, Fees and Notices

- A. Unless otherwise specified, the Contractor shall procure and pay for all permits, licenses, and all governmental inspection fees which are necessary or incidental to the performance of the Work, and shall give all notices required by such permits and licenses. Any action taken by the Contracting Agency to assist the Contractor

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in obtaining permits or licenses shall not relieve the Contractor of its sole responsibility to obtain permits or licenses.

- B. Where applicable law, regulations, ordinances or agency policy prohibits the issuance of a necessary temporary operational or other permit to entities other than a public agency, the Contracting Agency will support the Contractor's request for such permit and will accept the permit in the Contracting Agency's name, but only if:
 - 1. The Contractor takes all necessary action leading to the issuance of the permit;
 - 2. The permit is determined to be in the public interest;
 - 3. The permit applies only to Work performed in connection with this project;
 - 4. The Contractor agrees in writing, in a form approved by the Contracting Agency, to abide by all requirements of the permit, and to defend and hold harmless the Contracting Agency from any liability in connection with Work prosecuted under the permit; and
 - 5. The Contractor agrees, in writing, to indemnify, defend, and hold the Contracting Agency harmless from all expenses incurred in connection with such permit.
- C. All costs incurred in connection with permits and licenses shall be considered incidental to the Contract and included in the Contract Sum; no increase in the Contract Time or Contract Sum will be made. Loss of time, if any, suffered by the Contractor due to unreasonable delays in obtaining permits or licenses may be considered in relation to a request by the Contractor for an adjustment to the Contract Time in accordance with paragraph G-07.03.
- D. The Contractor shall assume all costs and liabilities arising from the use of patented devices, materials, or processes used on or in performance of the Work.

G-04.12 Utilities and Similar Facilities

- A. Where removal or relocation of utilities is necessary to accommodate construction as specified in the Contract Documents, such removal or relocation shall be performed by Contractor's unless it is specified in the Contract Documents that it will be performed by the utility owner or others.
- B. Where the utility owner is identified as being responsible for removing or relocating utilities, such Work will be accomplished at the utility owner's convenience, either during or in advance of construction. If the Contractor discovers the presence of any utilities at the Project site, it shall immediately so notify the Contracting Agency in writing.
- C. The right is reserved to the Contracting Agency and the utility owner to enter upon the Project site from time to time to make such changes as are necessary for the relocation of the utilities or to make necessary connections or repairs. The Contractor shall cooperate with the forces engaged in such Work and shall conduct its operations in such a manner as to avoid unnecessary delay or hindrance to the Work being performed by such other forces. Whenever necessary, the Contractor shall make timely arrangements with the utility owner for the coordination of the Work.
- D. When the Contractor wishes to have any rearrangement made to any utility or other improvement for the Contractor's convenience in order to facilitate the construction operation, which rearrangement is in addition to or different from the Work indicated in the Contract Documents, the Contractor shall (after obtaining the Contracting Agency's written approval of the proposed rearrangement) make whatever arrangements are necessary with the owners of such utility or other improvements for such proposed rearrangement and the Contractor shall bear all expenses in connection therewith.
- E. All costs incurred as a result of performance of the Contractor's obligations under this paragraph G-04.12 shall be considered incidental to the Contract and included in the Contract Sum; no increase in the Contract Sum or Contract Time will be granted. Loss of time, if any, suffered by the Contractor due to unreasonable delays

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in removal or relocation of any utilities by others may be considered in relation to a request by the Contractor for an adjustment to the Contract Time in accordance with paragraph G-07.03.

- F. If any known underground utility not identified in the Contract Documents or located by the Contracting Agency must be relocated to accommodate the Project or adversely affects the performance of the Work, the Contractor shall adhere to the requirements of paragraph G-04.30. The Engineer will either arrange for the relocation of such utility, if necessary, or provide written authorization for the Contractor to do such Work. If the Contractor performs such Work with authorization from the Engineer, at the Contracting Agency's option the Contractor will be paid for the Work by unit prices, if applicable, a price previously agreed to by the Engineer and the Contractor, or on a Force Account basis.
- G. R.C.W. 19.122.030 requires that the Contractor "call before you dig" not less than two (2) business days and not more than ten (10) business days before beginning excavation and to mark the proposed excavation area as required by the statute. If the Contractor intends to work at multiple sites or at a large project, the Contractor must take reasonable steps to confer with utility owner(s) to enable them to locate underground facilities reasonably in advance of the start of excavation for each phase of the Work. The number to call in the Puget Sound region is 1-800-424-5555. The Contractor shall comply with this law and, in addition, shall utilize a locator service to locate utilities on Contracting Agency property.

G-04.13 Contractor to Comply with All Laws

The Contractor shall at all times comply with all federal, state and local laws, ordinances, and regulations. Such compliance shall include, but is not limited to, the payment of all applicable taxes, royalties, license fees, penalties, and duties.

G-04.14 Safety

- A. The Contractor assumes full responsibility for and shall comply with all safety laws, regulations, ordinances and governmental orders with respect to the performance of the Work and shall be responsible for employing adequate safety measures and taking all other actions reasonably necessary to protect the life, health and safety of the public and to protect adjacent and Contracting Agency - owned property in connection with the performance of the Work. The Contractor shall perform the Work in a manner to offer the least possible obstruction and inconvenience to the Contracting Agency, its tenants, public and abutting property owners.
- B. The Contractor shall have the sole responsibility for the safety, efficiency and adequacy of the Contractor's plant appliances and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation.
- C. The Contractor shall be solely and completely responsible for the conditions of the Project site, including safety of all persons and property in performance of the Work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the Project site.
- D. In carrying out its obligations set forth in G-04.14A, the Contractor shall consider establishing and supervising the following as part of its safety program:
 - 1. a safe and healthy working environment;
 - 2. an accident prevention program; and
 - 3. training programs to improve the skill and competency of all employees in the field of occupational safety and health.
- E. The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

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- F. The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions and amendments thereto; the provisions of the Washington Industrial Safety Act of 1973 (WISHA); and the requirements of the following chapters of the Washington Administrative Code:
 - 1. Chapter 296-24 WAC General Safety and Health Standards.
 - 2. Chapter 296-62 WAC Occupational Health Standards.
 - 3. Chapter 296-155 WAC Safety Standards for Construction Work.
- G. In addition, the Contractor shall comply with the following requirements when they are applicable:
 - 1. Chapter 296-44 WAC Safety Standards - Electrical Construction Code.
 - 2. Chapter 296-45 WAC Safety Standards - Electrical Workers.
 - 3. Local Building, Fire and Construction Codes.
- H. In cases of conflict between different safety regulations, the more stringent regulation shall apply.
- I. The Contractor shall maintain at the Project site office, or other well-known place at the Project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the Project site. Employees should not be permitted to work on the Project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

G-04.15 Disruptions Caused by Labor or Other Disputes

- A. Definition: The term "dispute" as used in this paragraph includes labor-related and non-labor-related disputes, whether or not the persons or other entities involved in the dispute have an employment relationship with either the Contractor or the Contracting Agency. Examples of such disputes include, but are not limited to, informational or other picketing, and all other forms of concerted or non-concerted activity.
- B. Required Contractor Actions: The Contractor will take all reasonable steps to prevent all disputes arising from the presence of or from the performance of the Work by the Contractor, its Subcontractors, Sub-subcontractors or Suppliers, from disrupting the Project or otherwise interfering with access to Contracting Agency property by the Contracting Agency, its agents, employees, tenants or employees thereof, or other contractors engaged on or near the site of the Work. If such dispute disrupts the progress of the Work or interferes with access to Contracting Agency property, the Contractor shall promptly and expeditiously take all reasonable action to eliminate or minimize such disruption or interference, including but not limited to: (a) utilizing all reasonable means to prevent all unlawful conduct or picketing, or to restrict all lawful picketing or other activities to a single entrance to Contracting Agency property; (b) posting notices or signs which advise interested persons and labor organizations that a particular entrance to Contracting Agency property is for the employees or "primary" or, as the case may be, "neutral" employers; (c) policing entrances to assure that only authorized personnel may use the same; (d) notifying all interested labor organizations of the "primary" or "neutral" status of particular entrances; (e) upon the request of the Contracting Agency, altering or rerouting the access to the site(s) of the Work; and (f) in the event any such picketing or activity is unlawful or has a secondary impact upon the employees of neutral employers, tenants or their suppliers or Contractors, promptly and expeditiously taking appropriate action to seek recourse through the appropriate governmental agency or state or federal courts to limit the location of such picketing so as to reduce the impact thereof upon neutral employers.
- C. The Contracting Agency will cooperate with the Contractor to accomplish the foregoing actions and will render its assistance where appropriate; however, the Contracting Agency shall have the right, without providing additional compensation to the Contractor, to direct the Contractor to modify any of the foregoing actions which the Contractor has taken or plans to take, or to overrule such actions, to designate the entrances to be used as "primary" or "neutral" entrances, and to take appropriate legal action in order to protect the interests of the Contracting Agency and those of its tenants and other Contractors. The foregoing actions to be taken by the Contractor are the Contractor's primary responsibility. Neither the failure of the Contracting Agency to request

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that the Contractor take a specific action nor the exercise by the Contracting Agency of its rights under this paragraph shall modify or constitute a defense to or waiver of the obligations imposed upon the Contractor in this article.

- D. Failure to take the action described above or to comply with the directives of the Contracting Agency shall be considered a material breach of the Contract Documents.
- E. If and to the extent that the Contractor fails to satisfy the obligations imposed on it by subparagraph B of this paragraph, the Contractor shall be liable for and defend, indemnify and hold harmless the Port, Commission, Engineer, and all other officers, employees, and agents of the Contracting Agency from all liability, claims, damages, losses, and expenses (including but not limited to, attorneys' and consultants' fees and other expense of litigation or arbitration) brought against the Contracting Agency by a third party (including, but not limited to, lessees, tenants, contractors, customers, licensees and invitees of the Contracting Agency) for injunctive relief or for monetary losses caused by loss of use, lost revenue or interference with the activities of the Contracting Agency in establishing and enforcing the Contracting Agency's rights under this article, whether or not suit was instituted.
- F. The Contractor shall pay all attorneys' fees and expenses incurred by the Contracting Agency in establishing and enforcing the Contracting Agency's rights under this article, whether or not suit was instituted.

G-04.16 Progress Schedule

- A. Promptly after the award of the Contract, the Contractor shall prepare a Progress Schedule in a form satisfactory to the Engineer and the Contracting Agency's Project Manager. Within ten (10) Days after issuance of the notice of award, the Contractor shall submit two (2) copies of the Progress Schedule to the Contracting Agency. Failure of the Contractor to provide a proposed Progress Schedule in a form satisfactory to the Contracting Agency within the allowed time will not constitute grounds for an extension of the Contract Time.
- B. Unless otherwise specified, the Progress Schedule shall consist of a network analysis of the Critical Path Method (CPM) in arrow diagram form showing an activity description, cost, activity precedence, and duration (in calendar days) for all significant design, manufacturing, construction, and installation activities. An activity list shall be included with each copy of the Progress Schedule.
- C. Within ten (10) Days after its receipt by the Contracting Agency, one (1) copy of the Progress Schedule will be returned to the Contractor. This copies will be returned with comments, if any, following review by the Contracting Agency. Review by the Contracting Agency of the proposed Progress Schedule shall not constitute an approval of the Contractor's construction means, methods, sequences, or schedule.
- D. The Progress Schedule shall outline the proposed operations, the interrelations of the various operations, and the order of performance in sufficient detail that progress of the Work can be evaluated accurately at any time during the performance of the Work. If abbreviations are used in the make-up of the Progress Schedule, a legend shall be provided to define all abbreviations.
- E. If milestone completions are required by the Contract Documents, then those milestones shall be clearly defined on the Progress Schedule.
- F. Should it become evident that the Contractor may fail to meet the scheduled dates as shown; the Engineer or the Contracting Agency's Project Manager may require the Contractor to submit a recovery schedule demonstrating its proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Contract Time. The Contractor may be required at Contractor's own expense to submit a revised Progress Schedule and to increase Contractor's work force and working hours (second and third shifts) as required to bring the actual completion dates of the activities into conformance with the Progress Schedule. Further, Contractor shall submit a revised Progress Schedule at no cost to the Contracting Agency when, in the opinion of the Engineer, Contractor's sequence of Work varies significantly from that shown on the Progress Schedule. The Contracting Agency reserves the right to withhold progress payments until such time

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as an approved modified Progress Schedule in a form satisfactory to the Engineer has been provided by the Contractor.

- G. Failure of the Contractor to substantially comply with the requirements of this article may be considered grounds for a determination by the Contracting Agency that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified, and to take whatever action the Contracting Agency deems necessary and appropriate under Article G-10.
- H. The Progress Schedule shall represent a practical plan to complete the work within the contract time(s) of completion indicated and shall convey the contractor's intent in the manner of prosecution and progress of the work.
- I. The scheduling and execution of construction in accordance with the contract documents are the responsibility of the contractor. The Contractor shall involve and coordinate all Subcontractors and material suppliers in the development and updating of Progress Schedules.
- J. The submittal of Progress Schedules shall be understood to be the Contractor's representation that the Progress Schedule meets the requirements of the contract documents and that the work will be executed in the sequence and duration indicated in the Progress Schedule.
- K. The schedule shall be computer produced utilizing scheduling software that is fully compatible Microsoft Project.
- L. The Progress Schedule shall illustrate a time scale, network and logic diagram, start and completion dates of each phase of the project and shall define each activity in sufficient detail to identify the work that is to be accomplished.
- M. The Progress Schedule shall be used as the base document for preparation of the three-week look-ahead schedule presented at each weekly construction meeting.

G-04.17 On-Site Documents

- A. The Contractor shall maintain at the Project site, in good order for ready reference by the Engineer or the Contracting Agency's Project Manager, one complete record copy of the Contract Documents, including the Addenda, Change Orders, and all working drawings, Progress Schedule, and other approved submittals.
- B. The Contract record drawings shall be marked to truly record all changes made during construction, i.e., the "as-built" conditions. The location of all existing or new underground piping, valves and utilities, and obstructions as located during the Work, shall be appropriately marked on the ground until the Contractor incorporates the actual field location dimensions and coordinates into the Project's record drawings. The Project's record drawings shall be updated on a weekly basis and before elements of the Work are covered or hidden from view. After the completion of the Work or portions of the Work and before requesting final inspection, the record copy of the Drawings shall be given to the Contracting Agency's Project Manager.
- C. The Contractor must maintain a document control system to monitor the generation, status and filing of documents. Documents such as Contracts, Requests for Information (RFI's), Requests for Proposal (RFP's), Change Order Requests (COR's), Transmittals, Meeting Minutes, and Correspondence with the Contracting Agency must be controlled using the system.

G-04.18 Working Drawings, Product Data, Samples, and other Submittals

- A. The Contractor shall review and submit all working drawings, product data, samples and other items required by the Contract Documents to be submitted to the Contracting Agency accompanied by a "submittal transmittal" form. Such submittals shall be given to the Contracting Agency in a complete and final form at least 30 Days prior to any Contractor need for review response or such other longer time that may be needed to allow time for detailed review by the Contracting Agency or others. The Contractor shall take into account sufficient time for the possibility of rejection of the submittal, needed revisions, and resubmittal review time.

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- B. By submitting working drawings, product data, and samples, the Contractor represents that it has determined and verified all materials, field measurements, and related field construction criteria are in accordance with the Contract Documents, and that the Contractor has checked and coordinated the information contained within the submittal with the requirements of the Work and the Contract Documents. The costs incurred by the Contracting Agency to review resubmitted working drawings, product data, and samples may be offset from any monies due the Contractor when the Contractor has failed to comply with this Subparagraph.
- C. Review by the Contracting Agency of the Contractor's working drawings, product data, or samples shall not relieve the Contractor of responsibility for the accuracy of dimensions and details. Such review shall likewise not constitute acceptance by the Contracting Agency of the correctness or adequacy of such submittals, nor shall it constitute a representation or warranty by the Contracting Agency that the drawings will satisfy the requirements of the Contract Documents. The review of a specific item shall not indicate approval of an assembly in which the item functions. The Contracting Agency's review of a submittal shall not relieve the Contractor from responsibility for errors or omissions in the submittals.
- D. Any Work delayed by reason of a properly rejected submittal is deemed to be entirely the Contractor's risk, and shall not be the basis for a claim by the Contractor for additional compensation or an extension of Contract Time. Drawings marked "subject to change" or the like will not be reviewed. The Contracting Agency is not required to review submittals that depend for their review on other submittals not yet submitted. See paragraph G-03.04.
- E. When resubmitting a submittal, the Contractor shall direct specific attention, in writing or on the resubmittal itself, to all revisions it has made.
- F. No portion of the Work requiring submittal of a working drawing, product data, or sample shall be commenced until the submittal has been approved by the Contracting Agency as provided in paragraph G-03.04. All portions of the Work involving submittals shall be performed in accordance with the approved submittals.
- G. For additional submittal administrative requirements refer to Technical Specification Section 01 33 00 - Submittals.

G-04.19 Cutting, Fitting, and Patching of Work

- A. The Contractor shall be responsible for all cutting, fitting, patching or such other altering as may be required to complete the Work, or to make its several parts fit together properly.
- B. The Contractor shall not damage or endanger any portion of the Work, other work of the Contracting Agency, or that of any separate contractor's by cutting, fitting, patching or other altering of any work, or by excavation. The Contractor shall not alter any of the work of the Contracting Agency or any separate contractor without written authorization from the Contracting Agency.

G-04.20 Inspection of the Work

The Contracting Agency shall have the right but not the obligation to inspect the Work, and to reject and refuse all labor and materials or methods of application, or any part thereof, that does not comply in kind, quality or material with the requirements of the Contract Documents. Any labor or material rejected, as not conforming to the Contract Documents shall be promptly removed, and labor and materials, which do so conform, shall be furnished and delivered in place thereof.

G-04.21 Uncovering of Work

- A. If any portion of the Work should be covered prior to inspection called for by law or as required by the Contract Documents, the Contractor shall, upon request of the Engineer, uncover or remove the Work for inspection by the Engineer or other governmental representatives, and replace the Work to the standard required by the Contract Documents, all at the Contractor's expense.
- B. If any other portion of the Work has been covered or completed, the Contractor shall, upon the request of the Engineer or Contracting Agency, remove or uncover such Work for the Engineer or Contracting Agency. The

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Contractor shall subsequently restore that portion of the Work to the standard required by the Contract Documents.

G-04.22 Correction of Work

- A. The Contractor shall, at no additional expense to the Contracting Agency, promptly correct all Work which is defective or otherwise fails to conform to the requirements of the Contract Documents. Such Work shall be corrected whether or not it was previously inspected by the Contracting Agency or Engineer, whether or not payment for it was included in a progress payment, whether or not it was completed, and whether or not it was observed before or after the date of Substantial Completion.
- B. If, within one (1) year after Substantial Completion of the Work (except as otherwise may be provided pursuant to subparagraph C of paragraph G-08.08), or within such longer period of time as may be prescribed by law or by the terms of any applicable additional warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in conformance with the Contract Documents, the Contractor shall, at its cost, promptly correct such defective or non-conforming Work after receipt of written notice from the Contracting Agency to do so. The obligation of this subparagraph shall survive termination of the Contract.
- C. If the Contractor refuses or neglects to correct the defects as the Engineer may direct, then the Contracting Agency may obtain, use and employ materials, labor, tools and implements to do the same and the expense thereof shall be deducted from moneys which may otherwise be then due or thereafter may become due to the Contract, or the Contracting Agency may terminate this Contract as provided in paragraph G-10.06.
- D. Work corrected by the Contractor shall also be subject to the provisions of this paragraph to the same extent as Work originally performed and for an additional one (1) year period. Such one (1) year time period shall commence upon the acceptance by the Contracting Agency of the corrected Work.
- E. Nothing contained in this paragraph G-04.22 shall be construed to establish a period of limitation with respect to any other obligation imposed on the Contractor by the Contract Documents or law, including the obligations imposed by paragraph G-04.09. The establishment of the time period of one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct defective or non-conforming Work, and bears no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to obligations imposed on it by the Contract Documents or as otherwise may exist in law.
- F. The Contracting Agency may, at its sole option, elect to retain defective or nonconforming Work. In such case, the Contracting Agency shall reduce the Contract Sum in a reasonable amount as determined by the Contracting Agency to account for such defect or non-conformance.

G-04.23 Responsibility of Work

All Work performed under the Contract and all materials to be incorporated in the Work, whether in storage or on the Project site and whether under the care, custody and control of the Contractor, Subcontractors, or Sub-subcontractors, shall be at the sole risk of loss and responsibility of the Contractor until Final Completion of the entire Project, except as may be limited by the Contracting Agency in writing for the period following Substantial Completion of the Work or designated portion thereof as provided in subparagraph G-08.08C. Damage from any cause to either permanent or temporary Work, utilities, materials, equipment, existing structures, the Project site, and other property owned by the Contracting Agency or others, shall be repaired by the Contractor to the satisfaction of the Contracting Agency at no additional cost to the Contracting Agency. At no time during the execution of this Contract shall the Contractor direct Contracting Agency staff or Contracting Agency agents to assist in the execution of the Work.

G-04.24 Hazardous Materials

- A. The Contractor shall exchange Hazardous Materials information to prevent injury or illness to Contracting Agency or Contractor personnel, to comply with WISHA WAC 296-62-054.

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1. The Contracting Agency has available to the Contractor the following:
 - i) A list of all known Hazardous Materials in use at the Port. Information on each can be obtained by reviewing the Material Safety Data Sheets (MSDS).
 - ii) Precautions to be taken to lessen the possibility of exposure.
2. The Contractor will:
 - i) Notify all subcontractors and/or suppliers of any Hazardous Materials the Contracting Agency may have on site.
 - ii) Label any Hazardous Materials brought on site as to contents, hazard warning, name and address of manufacturer.
 - iii) Provide the following written information, prior to commencement of Work:
 - (1) A list of Hazardous Material to be used during the construction phase of the Work, along with the MSDS's.
 - (2) A list of any Hazardous Materials that have been incorporated into the project and will remain on site, along with the MSDS's.
3. Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept or used in or about the job site except to the extent such Hazardous Materials are necessary for the prosecution of the Work or are required pursuant to the Contract Documents. Removal of such Hazardous Materials shall be undertaken within twenty-four (24) hours following Contracting Agency's demand for such removal. Such removal shall be undertaken by Contractor at its sole cost and expense, and shall be performed in accordance with all applicable laws. Any damage to the Work, the job site or any adjacent property resulting from the improper use, or any discharge or release of Hazardous Materials shall be remedied by Contractor at its sole cost and expense, and in compliance with all applicable laws. Contractor shall immediately notify Contracting Agency of any release or discharge of any Hazardous Materials on the job site. Contractor shall be responsible for making any and all disclosures required under applicable "Community Right-to-Know" laws. Contractor shall not clean or service any tools, equipment, vehicles, materials or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and moved from the job site in accordance with all applicable laws and regulations. Contractor shall immediately notify Contracting Agency of any citations, orders or warnings issued to or received by Contractor or of which Contractor otherwise becomes aware, that relate to any Hazardous Materials on the job site. Without limiting any other indemnification provisions pursuant to law or specified in this Contract, Contractor shall indemnify, defend (at Contractor's sole cost, with legal counsel approved by Contracting Agency) and hold Contracting Agency harmless from and against any and all such claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs and expenses in removing or remediating the effect of any Hazardous Materials on, under, from or about the job site, arising out of or relating to, directly or indirectly, Contractor's failure to comply with any of the requirements of this Subparagraph G-04.24.3.

G-04.25 Clean Up

- A. At all times, and as may specifically be requested by the Contracting Agency's Project Manager or Engineer, the Contractor shall clean up and remove all refuse resulting from the Work in order that the Project site remains free from an accumulation of construction debris. Upon failure to do so within 24 hours after request by the Engineer, the Contracting Agency may do such clean up, and the cost thereof shall be charged to the Contractor and deducted from the Contract Sum.
- B. Upon completion of the Work and before final inspection, the Contractor shall clean the entire Work premises occupied or used in connection with the Work of all rubbish, surplus and discarded materials, false work,

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temporary structures, equipment, and debris. The entire Work premises shall be left in a clean, neat, and presentable condition. The Contractor shall not remove warning, regulatory, or guide signs prior to Final Completion except as requested by the Engineer.

G-04.26 Protection of Work During Suspension

In preparation for and during any suspension of Work as provided in paragraph G-10.03, the Contractor shall take every precaution to prevent damage to, or deterioration of, the Work. Except as provided elsewhere in the Contract Documents, the Contractor shall be responsible for all damage or deterioration to the Work during the period of suspension and shall, at its sole expense, correct or restore the Work to a condition acceptable to the Engineer prior to resuming Work. A suspension of Work shall not relieve the Contractor of any of its responsibilities under the Contract Documents.

G-04.27 Survey

- A. No benchmarks will be provided for the project by the Contracting Agency.
- B. The Contractor shall provide construction layout and controls necessary to perform the Work in accordance with the Contract Documents.

G-04.28 Archaeological Items

If resources of potential archaeological significance are encountered during construction or excavation, the following steps shall be taken.

- A. The Contractor will immediately stop Work in the vicinity of the find and notify the Contracting Agency's Project Manager.
- B. 24-Hour security will be arranged.
- C. The Contracting Agency's Project Manager shall immediately notify the following:
 - 1. Port Security
 - 2. Jefferson County Prosecuting Attorney/Coroner
 - 3. Washington State Historical Society
 - 4. Department of Commerce
- D. The Jefferson County Prosecuting Attorney/Coroner shall determine if the human remains are of archeological significance. The resources shall not be moved unless the resources are determined to have no archeological significance.
- E. The Prosecuting Attorney's/Coroner's determinations will be transmitted by the Contracting Agency's Project Manager to:
 - 1. State Office of Archaeology and Historic Preservation
 - 2. Jamestown S'Klallam Tribe
 - 3. Lower Elwha Tribe
 - 4. Suquamish Tribe
 - 5. Port Gamble S'Klallam Tribe
- F. The press will not be notified prior to notification of Tribal groups.
- G. The Contracting Agency and its Contractor shall work with a professional archaeologist to resume construction as soon as possible without compromising the archeological find.

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G-04.29 Gratuities

The Contractor shall not extend any loan, gratuity, or gift of money or services in any form whatsoever to any employee or officer of the Contracting Agency or its agent, nor shall the Contractor rent or purchase any equipment, materials, or services from any employee or officer of the Contracting Agency or Contracting Agency consultant.

G-04.30 Notice and Detailed Breakdown of Claim

- A. Notice. If unforeseen conditions or changes in the Work arise for which the Contractor believes an equitable adjustment in time or money or any other adjustment in Contract Time or Contract Sum is or will be due, the Contractor shall give the Contracting Agency immediate oral notice followed by written notice within seven (7) Days of such event, which notice in all events must be given and the Engineer's direction received prior to performing the Work which Contractor believes entitles it to such adjustments. Such notice must identify in detail the basis for the claim. The date such written notice is received by the Contracting Agency shall define the start of time for any purpose regarding the claim.
- B. Detailed Breakdown. Within 30 Days of the Contracting Agency's receipt of written notice above, the Contractor shall provide the Contracting Agency with a written breakdown of all of the elements and sub elements of the claim detailing the increase in the Contract time or Contract Sum being sought.
- C. A request for an equitable adjustment Contract Sum shall be based on written notice delivered to the Contracting Agency within 7 Days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request.
- D. Failure to give such written notice shall, to the extent Contracting Agency's interests are prejudiced, constitute a waiver of contractor's right to an equitable adjustment.

G-04.31 Prerequisite to Suit

No legal action against the Contracting Agency may be filed on account of a claim or other liability arising, out of or related to the Project unless:

- A. The requirements of paragraph G-04.30 have been complied with, and
- B. The procedures of paragraph G-09.05 have been exhausted, and
- C. The lawsuit is filed and served on the Contracting Agency within 180 Days of the date of Substantial Completion. The Contractor's failure to strictly comply with all requirements of this section shall be a complete bar to any claims, suit or cause of action against the Contracting Agency.

G-04.32 Responsibility for Damage

- A. The Contractor shall bear sole responsibility for any pollution which may occur as a result of its operations, including but not limited to soil, air, water, noise, light, or other pollution, including but not limited to any costs (including attorneys' and consultants' fees), penalties, or other liabilities imposed or sought to be imposed as a result of such pollution.
- B. The Contractor shall protect from damage all private, public, and Port-owned utilities including but not limited to communication lines, power lines, sewer and water lines, railroad tracks and appurtenances, traffic lighting and signal systems, and similar facilities.
- C. The Contractor shall be responsible for damage to the Work caused by winds, storms, or other causes, and must make good any defects arising from or discovered in the Work until Final Completion of the Work.

G-04.33 Indemnification

- A. The Contractor shall defend, indemnify and hold the Contracting Agency, its officers, officials, employees and agents from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in

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connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the Contracting Agency, its officers, officials, employees and agents.

- B. 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 Contracting Agency, its officers, officials, employees, and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.
- C. The Contractor shall pay all attorneys fees and expenses incurred by the Contracting Agency in establishing and enforcing the Contracting Agency's rights under this paragraph, whether or not suit was instituted.

G-04.34 Apprenticeship Utilization Requirements

This Contract includes an Apprentice Utilization Requirement. Fifteen (15) percent or more of project Labor Hours shall be performed by Apprentices unless Good Faith Efforts are accepted. Apprentice Utilization will be determined using the Department of Labor and Industries (L&I) online Prevailing Wage Intent & Affidavit (PWIA) system.

A. **Definitions**

For the purposes of this specification the following definitions apply:

1. Apprentice is a person enrolled in a State-approved Apprenticeship Training Program.
2. Apprentice Utilization is the apprentice labor hours, on the project, expressed as a percentage of project Labor Hours based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up.
3. Apprentice Utilization Requirements is the minimum percentage of apprentice labor hours required by the Contract.
4. Good Faith Effort(s) (GFE) describes the Contractor's efforts to meet the Apprentice Utilization Requirements including but not limited to the specific steps as described elsewhere in this specification.
5. Labor Hours are the total hours performed by all workers receiving an hourly wage who are subject to prevailing wage requirements for work performed on the Contract as defined by RCW 39.04.310. Labor Hours are determined based on the scope of work performed by the individuals, rather than the title of their occupations in accordance with WAC 296-127.
6. State-approved Apprenticeship Training Program is an apprenticeship training program approved by the Washington State Apprenticeship Council.
7. Apprentice Wage Rates are the applicable wage rates that are to be paid for an apprentice registered in a training program, separate from Journey Level rates, as set by the Washington State Apprenticeship Training Council and Washington State Department of Labor and Industries (L&I).

B. **Electronic Reporting**

The contractor shall use the PWIA System to submit the "Apprentice Utilization Plan". Reporting instructions are available in the application.

C. **Apprentice Utilization Plan**

1. The Contractor shall submit an "Apprentice Utilization Plan" by filling out the Apprentice Utilization Plan Form (Appendix H) within 30 calendar days of execution, however no later than the preconstruction meeting, demonstrating how and when they intend to achieve the Apprentice Utilization Requirement. The Plan shall be in sufficient detail for the Engineer to track the

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Contractor's progress in meeting the utilization requirements. An Apprentice Utilization Plan shall be updated and resubmitted as the Work progresses or when requested by the Engineer.

2. If the Contractor is unable to demonstrate the ability to meet the Apprentice Utilization Requirement with their initial Apprentice Utilization Plan submission, an effort must be made to find additional registered apprentices to perform on the contract. If after attempts have been made at every tier and every scope, the Contractor must submit GFE documentation to the Contracting Agency. The Contractor shall actively seek out opportunities to meet the Apprentice Utilization Requirement during the construction Work.

D. Contacts

The Contractor may obtain information on State-approved Apprenticeship Training Programs by using the Apprentice Registration and Tracking System (ARTS) <https://secure.lni.wa.gov/arts-public/#/program-search> or contacting the Department of Labor and Industries directly at:

Specialty Compliance and Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 or by phone at (360) 902-5320.

E. Compliance

1. The Contractor is expected to make attempts to employ Apprentices and shall include the requirement in any subcontracts at any tier. In the event that the Contractor is unable to achieve the Apprentice Utilization Requirement, the Contractor shall submit GFE documentation demonstrating the efforts and attempts they made. Final GFE documentation shall be submitted to the Contracting Agency after Substantial Completion but no later than 30 days after Physical Completion.
2. If the Contractor fails to actively attempt to employ Apprentices, submit GFE documentation, or if the Engineer does not approve the GFE, the Contractor will be assessed a penalty. The Engineer will provide the Contractor with a written notice at Final Acceptance of the project informing the Contractor of the failure to comply with this specification which will include a calculation of the penalty to be assessed as provided for in the Payment section in this supplement provision.
3. If the Contractor achieves the required Apprentice Utilization, and incentive will be assessed with Final Payment.

F. Good Faith Efforts

The GFE shall document the attempts (efforts) the Contractor (and any subcontractor at any tier) made to meet the Apprentice Utilization Requirement. Emails, letters, or other written communications with letterhead, titles, and contact information are required.

Documentation must include one or more of the following accepted GFEs:

1. Demonstrated Lack of Availability of Apprentices. Correspondence from State-approved Apprenticeship Training Program(s), with project specific responses confirming there is a lack of availability of Apprentices for this project.
2. Demonstrated Disproportionate Ratio of Material/Equipment/Products to Labor Hours. Documentation explaining the bid includes a disproportionately high cost of material/equipment/products to Labor Hours. (E.g., a \$2 M estimated contract includes \$1 M or more in procurement costs of equipment to be installed.)
3. Demonstrated Lack of Necessary Labor Hours. Correspondence from a State-approved Apprentice Training Programs confirming there is not enough time in the project to meet required journey level to apprentice training ratios.
4. Demonstrated Lack of Available Approved Programs. Correspondence from State-approved Apprentice Training Programs, confirming there are no programs that train for the scopes

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included/anticipated on the project. Contractor and state programs to submit training program detail needs and details that could be used for future program creation.

5. Funding Precedent. Documentation that shows conflicting, more restrictive, or precedent requirements for other training on the Project. Examples include, but are not limited to, Tribal Employment Rights (TERO), Federal Training Hours, or Special Training that affect the ability to use state-registered apprentices.
6. Warranty Work. Documentation from Original Equipment Manufacturers, or similar, confirming that work performed must only be completed by certified journey-level installers or risk voiding warranty, or similar.
7. Other Effort. The Contractor may submit other evidence, documentation, or rationale for not being able to achieve the required Apprentice Utilization that are not covered in the other efforts named. Other efforts will still need to be corroborated by an independent, knowledgeable third-party

Contractors may receive a GFE credit for graduated Apprentice hours through the end of the calendar year for all projects worked on as long as the Apprentice remains continuously employed with the same Contractor/subcontractor they were working for when they graduated. If an Apprentice graduates during employment on a project of significant duration, they may be counted towards a GFE credit for up to one year after their graduation or until the end of the project (whichever comes first). Determination of whether Contract requirements were met in good faith will be made by subtracting the hours from the journeyman total reported hours for the project and adding them to the apprentice hour total. If the new utilization percentage meets the Contract requirement, the Contractor will be reported as meeting the requirement in good faith.

G. Approving Good Faith Efforts

The Contracting Agency will review submitted Good Faith Efforts and issue a determination. The Engineer may request additional information, documentation, evidence or similar in order to approve such efforts. A determination by the Engineer is final. The approved Good Faith Efforts will be loaded into the PWIA system by the Contracting Agency.

H. Financial Incentive

1. An incentive in the amount of \$3,000 will be included with the Final Payment to the Contractor if the Apprentice Utilization Requirement is met without a reduction by Good Faith Effort.
2. Apprenticeship Hours will be measured for each hour of work performed by an apprentice as shown on the Monthly Apprentice Utilization Report, based on certified payrolls or the affidavits of wages paid, whichever is least. The percentage is not rounded up. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.
3. When the Contractor fails to meet the Apprenticeship goal of 15%, a penalty will be assessed for each hour that is not achieved, unless a Good Faith Effort is approved by the Contracting Agency.
4. Apprenticeship Utilization Penalty will be calculated as described below:

Percent of goal met	Penalty per hour of unmet goal
100%	\$0.00
90% to 99%	\$2.00
75% to 89%	\$3.50
50% to 74%	\$5.00
1% to 49%	\$7.50
0%	\$10.00

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I. Payment

1. Payment will be made for the following Bid Items:
 - a) “Apprenticeship Utilization Adjustment”, by Calculation
2. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal for “Apprenticeship Utilization Adjustment” to become a part of the total bid by the Contractor. The calculation of the “Apprenticeship Utilization Adjustment,” will be made in accordance with the Financial Incentive provision of this specification.
3. The Contractor shall include all related costs in the unit Bid prices of the Contract, included but not limited to implementing, developing, documenting, and administering an apprenticeship utilization program, recording and reporting hours and all other costs to comply with this provision.

ARTICLE G-05
SUBCONTRACTORS AND SUPPLIERS

G-05.01 Contractor is Responsible for Actions of Subcontractors and Suppliers

The Contractor is fully responsible for the acts and omissions of all Subcontractors, Sub-subcontractors, Suppliers, and all other persons performing a portion of the Work.

G-05.02 Award of Contracts to Subcontractors and Suppliers

- A. The Contractor shall, if required by the Contract Documents, submit to the Engineer in writing the identity of all subcontractors and suppliers proposed to furnish materials or equipment specifically designed for this Project. This list shall be provided to the Contracting Agency not more than 10 Days after Notice of Award. The Engineer will respond to the Contractor within 10 Days in writing stating whether or not the Contracting Agency has an objection to any such proposed subcontractor or supplier. Failure of the Engineer to respond shall constitute notice of no objection. If at any time during the performance of the Work the Contractor wishes to make a substitution for a proposed subcontractor or supplier, the Contractor shall first give the notice required above, and the Contracting Agency may object to such proposed substitution within 10 Days of being so notified.
- B. The Contractor shall not enter into a contract with a proposed subcontractor or a supplier of specifically designed equipment to whom the Contracting Agency has made reasonable objection pursuant to subparagraph A of this paragraph. Likewise, the Contracting Agency will not require the Contractor to contract with an entity with which the Contractor has a reasonable objection.
- C. The award of a subcontract or contract for the supplying of materials or equipment by the Contractor does not create a contract between the Contracting Agency and the Subcontractor or Supplier. Except as otherwise set forth by statute, Subcontractors and Suppliers shall have no rights whatsoever against the Contracting Agency by reason of their contract with the Contractor. The foregoing provision shall apply with equal force to Subcontractors, Sub-subcontractors, Suppliers, and all other persons otherwise engaged to do any portion of the Work.
- D. When a portion of the Work, which has been subcontracted by the Contractor, is not being prosecuted in accordance with the Contract Documents, the Contractor shall, on the written request of Engineer, take immediate steps to correct the deficiency or remove the Subcontractor, or Sub-subcontractor, from the Project. In the event of removal, the removed Subcontractor, or Sub-subcontractor, shall not be further employed in the Work.

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- E. The Contractor shall make available to each Subcontractor, Sub-subcontractor and Supplier, prior to execution of contracts by the same, a copy of the Contract Documents to which the Subcontractor, Sub-subcontractor, or Supplier is to be bound.
- F. The Contracting Agency reserves the right to obtain copies of any Subcontractor, Sub-Subcontractor and Supplier agreements at any tier from the Contractor.

G-05.03 Subcontractor and Supplier Relations

- A. By an appropriate agreement, the Contractor shall require that each Subcontractor and Supplier, to the extent of the Work to be performed by that Subcontractor or Supplier, be bound to the Contractor to perform such portion of the Work according to the terms of the Contract Documents and to assume toward the Contractor all of the obligations which the Contractor assumes toward the Contracting Agency under the Contract Documents. Such agreement shall preserve and protect the rights of the Contracting Agency with respect to the Work to be performed by the Subcontractor or Supplier so that the Contracting thereof by the Contractor to others will not prejudice the Contracting Agency's right to have the Work performed in accordance with the Contract Documents. The Contractor shall require each Subcontractor and Supplier to enter into similar agreements with all Sub-subcontractors and Suppliers, so that this requirement shall be applicable to Sub-subcontractors and Suppliers at all tiers.
- B. Each subcontract agreement for a portion of the Work is hereby assigned by the Contractor to the Contracting Agency provided that:
 - 1. The assignment is effective only after termination by the Contracting Agency for cause pursuant to section G-10.06 and only for those subcontracts which the Contracting Agency accepts by notifying the Subcontractor or Supplier in writing; and
 - 2. After the assignment is effective, the Contracting Agency will assume all future duties and obligations toward the Subcontractor or Supplier that Contractor assumed in the subcontract agreement.
 - 3. The assignment is subject to the prior rights of the surety, if any, under any bond in accordance with the Contract Documents

ARTICLE G-06 NON-DISCRIMINATION

G-06.01 Comply with all laws

The Contractor shall fully comply with all applicable laws, regulations, and ordinances pertaining to non-discrimination.

G-06.02 Minority Business Enterprise/Women Business Enterprise Participation

- A. The policy of the Contracting Agency is to provide and promote the maximum lawful, practicable opportunity for increased participation by Minority and Women's Business Enterprises in contracting and procurement processes with the Contracting Agency.
- B. Definitions for the minority groups protected by the Civil Rights Act of 1964 and women will be those used by the State of Washington, Office of Minority and Women Business Enterprises.

ARTICLE G-07 TIME

G-07.01 Contract Time

- A. The Contract Time is that period of time allotted in the Contract Documents, as adjusted by Change Orders, for Contractor to achieve Substantial and/or Physical Completion of the Work as more fully set forth in the Contract Documents.

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- B. The Contract Time begins on the first Business Day following the 10th calendar day after the issuance of the written Notice to Proceed or the first day on which the Contractor begins to perform Work on the site, whichever occurs first. Time is of the essence of this Contract. All the Work must be completed within the time limits set forth in the Contract, and the Contractor’s unexcused failure to do so will result in the assessment of Liquidated Damages as provided in the Contract.
- C. The Contractor must complete all of the physical Work within calendar milestones as specified as Contract Time. A non-working day is a Sunday or a day on which the Contract suspends work, or one of the following holidays: January 1st; the third Monday of January; the third Monday of February; Memorial Day; July 4th; Labor Day; November 11th; Thanksgiving Day; the day after Thanksgiving; and Christmas. Whenever any of these holidays falls on a Sunday, the following Monday will be counted a non-working day. When the holiday falls on a Saturday, the preceding Friday will be counted a non-working day. The Contractor must account for and include non-working days in the Contractor’s work plan and progress schedule.
- D. The Contractor must account for and include unworkable Days in the Contractor’s work plan and progress schedule. An unworkable Day is defined as a partial or whole day that is unworkable because of weather, conditions caused by the weather, or such other conditions beyond the Contractor’s control that prevent the satisfactory and timely performance of the Work, and such performance, if not hindered, would have otherwise progressed toward Physical Completion of the Work. The Contracting Agency will not adjust Contract Time due unworkable Days.
- E. The calendar milestones specified as Contract Time include;

Point Hudson Roof Replacement Project	
Building 1	September 4, 2026
Building 2	September 4, 2026
Building 5	September 4, 2026
Building 7	September 4, 2026
Building 12	September 4, 2026
Building 13	September 4, 2026
Building 14	September 4, 2026
Building 15	September 4, 2026
Substantial Completion	September 4, 2026
Physical Completion	September 9, 2026

- F. Substantial Completion occurs when;
 - 1. Work has been completed in accordance with the contract drawings and specifications and buildings are completely protected from the weather with full installation of roofing materials, protective coatings, and roof accessories.
 - 2. The Contracting Agency has provided the Substantial Completion Date in writing to the Contractor.
- G. Physical Completion occurs when;
 - 1. all physical Work required by the Contract is complete including re-inspection and Contracting Agency approval of all Punch List work, and
 - 2. the Contracting Agency has provided the Physical Completion Date in writing to the Contractor.

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- H. Final Completion occurs when all requirements of the Contract Documents have been properly and completely fulfilled including but not limited to:
 - 1. All Work required in the Contract Documents is complete;
 - 2. Maintenance and Operations manuals;
 - 3. Final Good Faith Effort Documents for Apprentice Utilization, if applicable,
 - 4. Warranties;
 - 5. Submittals required by the Specifications;
 - 6. Occupancy permits and related approvals by any authority with jurisdiction for same;
 - 7. Submittal of final pay estimate and Final Contract Voucher Certification;
 - 8. Submittal of list of all subcontractors and MWBE suppliers used on the project and the amount paid to each;
 - 9. Submittal of all material tests results, bills of laden, certificates of compliance, and certification of material origin.
 - 10. Submittal of all properly completed as-built record drawings; and
 - 11. Submittal of any other documents required by the Contract Documents.
- I. Final Acceptance is the formal action of the Port Commission accepting the Work as meeting the requirements for Final Completion. Final Acceptance is required for contracts greater than \$300,000.

G-07.02 Hours of Work

- A. Except in the case of an emergency or unless otherwise approved by the Contracting Agency, the work hours shall be between 7 a.m. through 6 p.m. Monday through Friday, excluding the non-working day restrictions listed. Work on Saturday between the hours of 7 a.m. through 4 p.m. is permissible but shall first be approved by the Contracting Agency.
- B. The contractor shall ensure full uninterrupted business and recreation access to boaters, RV Park users and recreational visitors on Sundays or on another day of week as approved and coordinated with the Contracting Agency.
- C. The contractor shall be restricted for on-site work during the following days and hours:
 - 1. If the Contractor desires to perform Work on holidays or outside the work hours stated above, the Contractor shall request in writing to the Contracting Agency for authorization to work such days or times.
 - 2. Work at 400 Hudson Street (Building #1 – Medical Officer-in-Charge Building) is an operating Bed and Breakfast lodging facility. Work shall be limited to the hours of 9 am to 6 pm weekdays and no work is allowed at this facility during weekends or holidays.
 - 3. Work at 420-430 Hudson Street (Building #2 – Junior Officer’s Quarters) is an operating short term rental. Work shall be limited to the hours of 9 am to 6 pm weekdays and no work is allowed at this facility during weekends or holidays.
 - 4. Work at 141 Hudson Street (Building #15, Attendant’s Quarters Building) is an operating restaurant with indoor and outdoor seating. The approved project schedule shall show a two-week work window that can be communicated to the restaurant operators to facilitate a closure of the patio dining area.

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G-07.03 Extension of Time

- A. Reasonable Delays. The Contractor should anticipate that some reasonable delays, including those caused by normal weather patterns, may occur. The Contractor shall not be entitled to any compensation, damages, or extension of the Contract Time for such reasonable delays.
- B. Excusable Delays. For Excusable Delays the sole and exclusive remedy of the Contractor will be an equitable extension of time allowed for completion. The Contract Time may be extended without compensation by the Contracting Agency for a period equivalent to the time that the Contractor was delayed in the Work by one or more of the following causes, beyond the control of the Contracting Agency and the Contractor, occurring during the performance of the Work:
 - 1. Fire or other casualty for which the Contractor is not at fault or otherwise responsible;
 - 2. Strike riot, war, or civil disorder;
 - 3. Suspension of Work due to unusual and severe weather (i.e., defined as adverse weather which at the time of year in which it occurred is unusual for the place in which it occurred);
 - 4. Delay cause by another contractor in the performance of a contract with the Contracting Agency;
 - 5. Suspension of Work due to other unsuitable conditions in accordance with paragraph G-10.03.
- C. Unreasonable Delays. Extensions of Contract Time, if any, shall be determined by the Engineer. Time extensions will be allowed only to the extent that completion of the Work is unreasonably delayed through no fault of the Contractor, which must in all cases be substantiated by impact to the critical path on the Progress Schedule. Any extension of the Contract Time by the Contracting Agency will be set forth in a Change Order, which shall specify the Days by which the Contract Time is to be increased.
- D. No extension of time shall be allowed for any claimed delay which is caused by or results from concurrent delay or the fault, negligence, or collusion of the Contractor, or its Subcontractors, Sub-Subcontractors, Suppliers, or any others, or any of their acts or failure to act or to timely perform the Work according to the Contract. Failure to make timely submittals to the Contracting Agency, procure materials or workmen or perform the Work in accordance with the requirements of the Contract Documents or to adequately plan for such functions will not be an adequate reason for an extension of Contract Time.
- E. In no event shall the Contractor be entitled to loss or damage, including a change in Contract Sum for any delay in the Contractor's prosecution of the Work, even if such delay is caused by the Contracting Agency, except to the extent such acts or omissions of the Contracting Agency result in a delay to the Project's critical path, in which case the Contractor may receive an adjustment to the Contract Sum. Any request for such cost shall be established and documented by the Contractor in detail to the satisfaction of the Engineer in accordance with Paragraph G-09.03, Compensation for Changes.
- F. If the Contractor fails to fully comply with paragraph G-04.30, its claim for an extension of Contract Time or adjustment to the Contract Sum on account of such claimed delay is waived.

G-07.04 Liquidated Damages

- A. Contract Time: Time is of the essence in this contract and the Contracting Agency has determined that the completion of the Work in this Contract is critical to the proper operation of Contracting Agency's facility and the Contractor's failure to complete the Work within the time will cause damage to the Contracting Agency. Because exact damages are difficult to determine or forecast, the sum of \$300 per Day is hereby established by the parties as a reasonable estimate of just compensation to the Contracting Agency for the failure of the Contractor to complete the Work by the time set forth in the Contract or authorized extension thereto. This sum is not to be in any sense a penalty but rather reflects the parties' agreement and reasonable forecast of the actual amount the Contracting Agency will be damaged by the Contractor's failure to timely complete the Work. Charges for Liquidated Damages will begin accumulating on the first Day following the Substantial Completion date established in the Contract or by Change Order and will continue until the date of Substantial

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Completion. The Contracting Agency will notify the Contractor in writing of the Substantial Completion Date. Physical Completion will not be issued until all punch list items have been completed.

- B. For overruns in Contract Time occurring after the Substantial Completion Date, Liquidated Damages will be assessed on the basis of the direct engineering and related costs assignable to the project until the actual Physical Completion of all the Contract Work.
- C. Liquidated Damages will not be assessed for any Days for which an extension of time is granted. No deduction or payment Liquidated Damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.
- D. The Contractor does hereby authorize the Contracting Agency to deduct such Liquidated Damages from the amount due or to become due the Contractor. The Contractor further agrees that any such deduction shall not in any degree release the Contractor from further obligations and liabilities in respect to the fulfillment of the entire Contract.

ARTICLE G-08 PAYMENTS, COMPLETION AND FINAL ACCEPTANCE

G-08.01 All Payments Subject to Applicable Laws

- A. All payments made to the Contractor are subject to all laws applicable to the Contracting Agency.
- B. The Contracting Agency shall not make any payments to the Contractor under this Contract until approved Statements of Intent to Pay Prevailing Wages have been filed with the Contracting Agency as required by paragraph G-04.05 and R.C.W. 39.12.040.

G-08.02 Scope of Payment

- A. The Contractor shall be compensated as provided for in the Contract Documents for performing all of the Work in accordance with the Contract Documents, including changes made to the Work by Change Order. Payment of the Contract Sum shall constitute the full compensation to the Contractor for performance of the Work, including all risk, loss, damages, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, and for all reasonable expenses properly incurred in the event and consequence of a suspension or discontinuance of the Work pursuant to the Contract Documents.
- B. The Contracting Agency need not pay for Work done beyond lines and grades established by the Engineer, or extra Work or materials furnished without prior written approval of the Engineer. The Contracting Agency may order such unauthorized Work to be removed at no expense to the Contracting Agency.

G-08.03 Retained Percentage (Retainage)

In accordance with Chapter 60.28 R.C.W., the Contracting Agency will retain five (5) percent of each monthly progress payment. For purposes of Chapter 60.28 R.C.W. "completion" shall mean Final Completion.

G-08.04 Progress Payments

- A. Progress payments will be made following the Contractor's request therefore once each month during the Contract Time; payment shall be based upon invoices approved by the Engineer or by pay estimates prepared by the Engineer and approved by the Contractor and Engineer, as established at the Preconstruction Meeting.
- B. If the Contractor does not occur with the Pay Estimate established by the Contracting Agency, the Contractor may propose changes necessary to obtain the Engineer's concurrence and resubmit with supporting documents such as scale tickets or receipts. If the Engineer recommends payment, the Contracting Agency will, within thirty (30) days pay the Contractor's progress payment.
- C. If the Engineer does not concur with the invoice or pay estimate, the Contractor may make the changes necessary to obtain the Engineer's concurrence and resubmit the progress payment request. If the Engineer recommends payment, the Contracting Agency will, within thirty (30) Days after the Contractor satisfactorily

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completes the remedial actions identified in the Engineer's rejection of the payment request, pay the Contractor's progress payment.

- D. Payment shall be based upon the actual quantities of Work performed according to the Contract Documents. Quantities will be determined as percentages of each scheduled activity for lump sum Contracts. Where the Contract provides for unit prices, quantities will be determined by the actual measurement of completed units in accordance with the Contract Documents.
- E. Payment requests shall be accompanied by a complete revised construction schedule in accordance with Article 04.16.
- F. The Contractor is required to make payment to all Subcontractors and all Suppliers within ten (10) business days from the receipt of all progress payments for all the Work included in the progress payments. Furthermore, the Contractor shall require all subcontracts issued under this contract to all Subcontractors and Suppliers at all tiers to also make all due payments within ten (10) business days of their receipt of payment. The Contractor must justify to the Contracting Agency in writing any intent to withhold payment of monies due to any Subcontractor or Supplier within the same ten (10) business days.
- G. The Contractor shall supply the Contracting Agency's form of certification signed by a corporate or company officer included with each Pay Estimate. This certification shall attest that all payments by the Contractor due to Subcontractors or Suppliers from the last payment estimate have been made within the ten (10) business days payment period. The certification shall attest that the Contractor will make payment within ten (10) business days of all obligations due from the current payment estimate. The Contractor is required to receive the same certification from all Subcontractors and Suppliers at all tiers. No progress payments will be processed until the Contractor's certification is received.

G-08.05 Payment for Stored Materials

- A. On-site Materials: A progress payment may include payment for permanent materials or equipment to be incorporated into the Work and properly stored and safeguarded on the site.
- B. Off-site Materials: A progress payment may also include payment for permanent prefabricated materials such as steel piles and aggregate or specifically designed equipment to be incorporated into the Work if properly stored and secured, even though off-site. The maximum allowable payment for such off-site material will be eighty-five (85%) percent of the invoice price for the material.
- C. Any payment for materials or equipment stored on or off the site but not yet incorporated into the Work shall be based upon the cost of the materials or equipment as determined by the Contracting Agency considering invoices to the Contractor, bills of sale, or by such other means satisfactory to the Engineer and which will establish the Contracting Agency's title to such materials or equipment and otherwise protect the Contracting Agency's interest. This shall include provisions for insurance and transportation to the site in the case of materials and equipment stored off the site. All necessary material certifications of compliance and certification of material origin must be provided by Contractor to the Contracting Agency in order to receive any payment for stored materials

G-08.06 Payment for Work Done on a Force Account Basis

- A. Whenever, under the terms of the Contract, work, materials, or equipment are to be paid for on a Force Account basis, the amount of such payment shall be certified in writing on a daily basis by agreement of Contractor and the Engineer. Payment will be included in monthly Pay Estimates Payment for Force Account Work and will be determined as follows:
 - 1. Labor:

For all labor, including such foreman supervision (but excluding the superintendent and project manager) as may be necessary upon any particular operation, the Contractor shall be paid an amount equal to the sum of the following:

 - a) Weighted Wage Rate

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The agreed weighted wage rate for all labor used shall include and be restricted to the current certified basic wage plus fringe benefits made the obligation of the Contractor by a collective bargaining agreement or other employment agreement, and benefits paid on an account of such labor by the Contractor pursuant to the:

- (1) Federal Insurance Compensation Act (FICA);
- (2) Federal Unemployment Tax Act (FUTA); and
- (3) State Unemployment Compensation Act (SUCA).

b) Travel Allowance and/or Subsistence

The Contractor shall be reimbursed the actual costs of travel and subsistence allowances paid to laborers engaged upon the Work when such allowances are required by the terms of employment for such laborers.

c) Industrial Insurance and Medical Aid Premiums

The Contractor shall receive reimbursement for industrial insurance premiums as may be required under State or federal statutes, and medical aid premiums which become an obligation of the Contractor and are chargeable to the labor performed on the Work to be paid for on a Force Account basis. The rate of compensation for the above premiums shall be a composite rate based upon the full premium for Industrial Insurance and one-half the premium for medical aid, which premiums are prescribed by the regulatory body for the Contractor, Subcontractor, Sub-subcontractor, or other person actually performing the Force Account Work. This composite rate may be adjusted upon request to conform to adjustments prescribed by the regulatory body.

d) Overhead and Fee

The Contractor shall be reimbursed in an amount equal to Fifteen percent (15%) of the sum of the items listed in subparagraphs a, b, and c above for the Contractor's overhead and fee, bonds, all insurance (except as specified in subparagraph c above), and all other costs incurred in supplying such labor.

2. Materials

- a) For all materials furnished by the Contractor for the Work, payment shall be made in the amount of the actual invoice cost for such materials, including actual freight and express charges and applicable taxes less all offered or available discounts and rebates, notwithstanding the fact that they may not have been taken by the Contractor. To the above-determined cost shall be added a sum equal to fifteen percent (15%) for overhead, fee, bonds, insurance, and all other costs incurred in supplying such materials.
- b) The Contractor shall furnish to the Contracting Agency, as support for all charges for materials, valid copies of supplier invoices, including freight and express bills. As to such materials as may be furnished from the Contractor's own inventory for which an invoice is not available, the Contractor shall furnish a sworn affidavit certifying its actual cost of such materials.
- c) If, in the opinion of the Engineer, the Contractor's cost of such materials furnished is excessive or if the Contractor does not furnish satisfactory evidence of its costs, the Contracting Agency reserves the right to establish the cost of all or part of such materials at the lowest current wholesale prices less all applicable discounts and exemptions at which said materials are available in the quantities required to be furnished pursuant to the Contract Documents.

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- d) The Contracting Agency reserves the right to furnish such materials to the Contractor as it deems advisable, and the Contractor shall have no claim for any costs, overhead, or fee on such materials.
3. Equipment
- a) For any machine-power tools or equipment, except small tools, which the Engineer deems necessary for the Contractor to use, payment shall be made in accordance with the rates stated in the "AGC-Washington State Department of Transportation Equipment Rental Agreement," another equipment rate sheet approved by the Engineer, or an actual rental invoice in effect at the time such tools or equipment were used, subject to reduction under subparagraph b below.
- b) The rates stated in the "AGC Washington State Department of Transportation Equipment Rental Agreement," are the maximum rates allowable for equipment of modern design and in good working condition, and include and are full compensation for overhead, fee, bonds, and for furnishing all fuel, oil, lubrication, repairs, maintenance, insurance, and all other costs incidental to the furnishing of such tools and equipment, except for the labor to operate the same. The stated compensation for use of tools or equipment not of modern design or not in good working conditions shall be reasonably reduced as determined by the Engineer. If equipment is required for which a rental rate is not included in the current schedule, an agreed rental rate shall be established for that equipment based upon the same elements of costs used in establishing the current schedule or rental rates. The Engineer must approve such rates prior to use of the equipment on the Force Account work.
- c) A current "AGC-Washington State Department of Transportation Equipment Rental Agreement" is maintained at each district office of the Department of Transportation and at each of the offices of the Associated General Contractors of America.
- d) If the necessary equipment is not already at the site of the project and it is not anticipated that it would be required for the performance of other Work under the terms of the Contract, the Contractor will be paid in accordance with the terms and conditions specified in the then current "AGC-Washington State Department of Transportation Equipment Rental Agreement".
- e) Overhead and Fee
- The Contractor shall be reimbursed in an amount equal to Fifteen percent (15%) of the sum of the items listed in subparagraphs a. thru d. above for the Contractor's overhead and fee, bonds, all insurance, and all other costs incurred in supplying such equipment.
4. Subcontractors
- When Work is performed on a Force Account basis by Subcontractors, the Contractor will be allowed an additional markup based on the following schedule:
- a) First \$10,000.00 of Work done on each Change Order by Subcontractors (less Subcontractor markups for overhead and fee) the Contractor will be allowed ten percent (10%) supplemental markup.
- b) All Work in excess of \$10,000.00 done by Subcontractors on each Change Order (less Subcontractor markups for overhead and fee) the Contractor will be allowed a five percent (5%) supplemental markup.
- The ten (10) percent supplemental markup shall apply to the first \$10,000.00 accumulated total of all Force Account Work performed by all subcontractors on any single change order.
5. Sub-subcontractors

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- a) The provisions of this subparagraph as applicable to the Contractor shall also be applied in the same manner to Subcontractors at each tier.
 - b) The payment provided for in subparagraph A.1 through A.5 of this paragraph shall constitute full compensation for all Work done on a Force Account basis, for all delays related in any way to the change requiring the Work done on Force Account basis or which may result from the performance of such changed Work. Such payment shall cover all costs of labor, materials, equipment, overhead, fee, damages, if any, and all other costs or expenses, of whatever kind or type, which are occasioned either directly or indirectly, including payments required under the Social Security Act, State Unemployment Compensation Act, occupational tax, and any other federal or state insurance policies, and for the use of small tools and equipment for which no rental is allowed.
6. No compensation for Work performed on a Force Account basis shall be paid unless the Engineer provided prior written direction to the Contractor to perform the Work on such a basis. No Work shall be considered to be Force Account work that can be measured and paid for at the unit price in the Schedule of Prices.

G-08.07 Payment for Changes

Compensation for Changes in the Work as provided in a Change Order will be made in accordance with the payment provisions of the Contract Documents.

G-08.08 Substantial and Physical Completion

- A. A portion of the Work will be considered for Substantial Completion and Physical Completion prior to completion of the entire Work only if such portion is specifically so designated in the Contract Documents or the Engineer determines that it is in the best interest of the Contracting Agency.
- B. When the Work, or a designated portion thereof, is considered by the Contractor to be substantially complete or physically complete the Contractor has submitted the documents required by subparagraph G-07.01I and G-07.01J. The Work, or a designated portion thereof, is considered by the Contractor to be substantially complete, the Contractor may request that the Engineer schedule an inspection. With the request the Contractor shall provide a preliminary list of items to be completed or corrected in order to make the Work comply with the Contract Documents. The Engineer will review the list and determine whether the Work is ready for inspection. The Engineer will perform the inspection together with the Contractor. The preliminary list, as revised during the inspection, is referred to as the Punch List. The Engineer may revise the Punch list at any time prior to Physical Completion when items needing completion or correction are discovered.
- C. When the Contractor has completed all items on the approved Punch List or otherwise considers the Work to be fully completed in accordance with the Contract Documents and the Contractor has submitted the documents required by subparagraph G-07.01J, the Contractor shall so notify the Engineer and request a final inspection. The Engineer will perform such inspection. If the Engineer finds the Work not to be complete, the Engineer will so advise the Contractor and provide the Contractor with a revised Punch List of items to be completed or corrected, and then a re-inspection will be scheduled. When the Engineer finds that the Work is complete in accordance with the Contract Documents, the Engineer will so advise the Contractor in writing by sending a notice of Physical Completion thereby establishing a Physical Completion date.
- D. When Substantial Completion or Physical Completion of the Work or designated portion thereof has been achieved, the Engineer will advise the Contractor in writing of the date Substantial Completion or the date of Physical Completion for the Work or such designated portion thereof was achieved. Such writing will state whether the Contracting Agency shall thereupon assume responsibility for security, maintenance, heat, utilities, risk of loss, and insurance with respect to the Work or designated portion thereof determined to be substantially complete. If such writing does not so state, all responsibility for the foregoing items shall remain with the Contractor until the date of the Final Completion as provided for in paragraph G-08.09 below. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work.

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- E. The failure of the Contractor or the Engineer to include any items on the Punch List does not alter the Contractor's responsibility to complete all Work in accordance with the Contract Documents, nor shall such failure be any indication that the Engineer considers any items not included on the Punch List to be complete.

G-08.09 Final Completion

When the Contractor has completed all Work in accordance with the Contract Documents and the Contractor has submitted the documents required by subparagraph G-07.01K and G-07.01E, the Engineer will so advise the Contractor in writing by sending a notice of Final Completion thereby establishing a Final Completion date.

G-08.10 Completion of Punch List

If the Contractor does not expeditiously proceed with correctional completion of Punch List items identified in the final Inspection, the Contracting Agency may, in its sole discretion, remove such items from the scope of Work by Change Order. In such instance, the Contracting Agency may choose to (1) have the Work performed by another contractor with the cost of such Work to be deducted from the amount due the Contractor or claimed against the retained percentage, or (2) accept a credit for the uncompleted Work to be deleted by change order, with the amount of the credit to be determined at the sole discretion of the Engineer. The rights provided the Contracting Agency under this paragraph shall not relieve the Contractor of its responsibilities as required under any other provisions of the Contract Documents.

G-08.11 Final Acceptance

Final Acceptance shall be by formal action of the Port of Port Townsend Commission. Final Acceptance shall not constitute acceptance of unauthorized or defective Work, material or equipment. The Contracting Agency shall not be barred by Final Acceptance from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective Work, material, or equipment or from recovering damages for the same.

G-08.12 Final Payment

- A. The Final Payment shall be the release to the Contractor of the retained percentage or retainage bond when provided. The Final Payment of retained monies or release of retainage bond will be made only upon receipt of:
 - 1. Final Completion date has been established; and
 - 2. Final Pay Estimate has been signed by the Contractor; and
 - 3. Completion of the Final Contract Voucher Certification; and
 - 4. Approved Affidavits of Wages Paid for the Contractor and all Subcontractors (at all tiers).
 - 5. No monies will be released to the Contractor prior to forty-five (45) days after Final Completion, and until such time as all properly filed liens have been removed, and;
 - 6. Certificate of Releases from Washington State Departments of Labor and Industries, Revenue, and Unemployment Security.
- B. The making of the Final Payment shall not relieve the Contractor from claims arising from: liens, faulty or defective work appearing or discovery after completion of the Work, failure of the Work to comply with the requirements of the Contract Documents, or from the terms of special warranties required by the Contract Documents.
- C. The Contractor's and all Subcontractors' (at all tiers) original accounting records, certified payrolls, and all other relevant records pertaining to the Work or submitted as a claim for additional compensation, additional time or any combination thereof, shall be open to inspection and audit by representatives of the Contracting Agency for a period of not less than three (3) years after the date of Final Completion, and the Contractor shall retain such records for that period. The Contracting Agency shall have the right to seek reimbursement of any amount it determines was overpaid to the Contractor. Where payment for equipment, materials, labor or other incidentals thereto is based on the cost to parties other than the Contractor, the Contractor expressly guarantees that the records of such other parties shall be open to inspection and audit by representatives of

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the Contracting Agency on the same terms and conditions as the records of the Contractor. If an audit is to be commenced more than sixty (60) Days after Final Completion of the Contract, the Contractor will be given a reasonable notice of the time when such audit is to begin. The Contractor agrees that no claim shall be made against the Contracting Agency for the Work described herein unless the Contractor makes available to the Contracting Agency all records to be maintained in accordance with this subparagraph.

G-08.13 Payments Do Not Receive Contractor From Responsibility For Work

Payment to the Contractor of progress payments or the Final Payment does not in any way relieve the Contractor from its responsibility for the Work or its responsibility to repair, replace, or otherwise make good defective Work, materials or equipment. Likewise, the making of such payment does not constitute a waiver of the Contracting Agency's right to reject defective or non-conforming Work, materials, or equipment (even though the same is covered by the payment), nor is it a waiver of any other rights of the Contracting Agency.

ARTICLE G-09
CHANGES IN THE WORK

G-09.01 The Contracting Agency May Make Changes

- A. Without invalidating the Contract and without notice to the Contractor's surety, and at any time during the progress of the Work, the Contracting Agency may make changes in the Work, which changes include but are not limited to the following:
 - 1. Increases or decreases in quantities of Work;
 - 2. Deletion or alteration of all or any portion of the Work;
 - 3. Changes in design or Specifications; and
 - 4. Addition of new Work.
- B. All such changes in the Work shall be authorized by Change Order, which order shall provide for any increase or decrease in the Contract Time or Contract Sum caused by such change. The Contract Sum and Contract Time may be changed only by Change Order. Contractor shall be deemed to have waived any claim for a change in Contract Time or Contract Term if Contractor fails to strictly comply with the provisions of paragraph 04.30.

G-09.02 Request for Proposal

In connection with a possible or proposed change, the Contracting Agency may request that the Contractor submit a proposal or provide other information to the Contracting Agency. The Contractor will submit such proposal or other information in a form and within the time period requested by the Contracting Agency. The Contractor's proposal shall include detailed price calculations for the proposed change, which shall specify the cost of all labor, material, equipment, and Subcontractor quotations. The Contractor's proposal shall also show as a separate item the proposed amount for markup, contingency, overhead, and fee, the total of which shall not exceed the applicable percentage as would be allowed for Work performed on a force account basis pursuant to paragraph G-08.06. A request by the Contracting Agency to the Contractor for a proposal shall not constitute authorization for the Contractor to proceed with any such proposed change in the Work, nor shall such request justify any delay in the performance of existing Work.

G-09.03 Compensation for Changes

- A. General. Change Order Work under this Contract may be measured for payment at the Contracting Agency's sole discretion, as unit price work or as a lump sum item or as Force Account Work. "Unit price work", includes Work for which a unit price is established in the Contract's Schedule of Prices or by Change Order, but excludes items of Work listed either in such schedule or a Change Order as "lump sum" items. "Bid Quantity", means the total quantity of an item of unit price work which is listed in the Schedule of Prices.

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- B. Changes in the quantity of unit price Work. Where the nature of the changed Work does not differ materially from Work which is unit price Work, the change shall be measured and paid for (or credited) at the established unit prices, subject to the following exceptions:
1. Where quantity is less than 75%. If the quantity of an item or unit price Work actually performed or to be performed is less than 75 percent of the bid quantity for that item, the Contractor or the Contracting Agency may request a Change Order revising the unit price for that portion of the Work which is less than 75 percent of the bid quantity. Such request shall be accompanied by evidence to support the requested revision. The proposed revision will be evaluated by the Contracting Agency considering such factors as the changes, if any, to the Contractor of the item, and the share, if any, of fixed expenses (excluded variable) properly chargeable to the change in quantity of that item up to 75 percent of the bid amount for that item. If the Contracting Agency and the Contractor agree on the change, a Change Order will be executed. If the parties cannot agree, the Contracting Agency may nevertheless issue the Change Order pursuant to paragraph G-09.04, and the Contractor will have the rights provided in paragraph G-09.05.
 2. Where quantity is more than 125%. If the quantity of an item of unit price Work actually performed or to be performed is more than 125 percent of the bid quantity for that item, the Contractor or the Contracting Agency may request a change order revising the unit price for that portion of the Work which exceeds 125 percent of the bid quantity. Such request shall be accompanied by evidence to support the requested revision. The proposed revision will be evaluated considering such factors as the change in actual cost, if any, to the Contractor of that portion of the Work exceeding 125 percent of the bid quantity, and the share, if any, of fixed expenses (excludes variable) properly chargeable to that portion of change in quantity which exceeds 125 percent of the bid amount for that bid item.. If the Contracting Agency and Contractor agree on the change, a change order shall be executed. If the parties cannot agree, the Contracting Agency may nevertheless issue a change order pursuant to paragraph G-09.04 and the Contractor will have the rights provided in paragraph G-09.05.
- C. Changes to Work Other than Unit Price Work
1. Additional Work. If no unit price has been established for Work added to the Contract by the Contracting Agency, the Contracting Agency and the Contractor will attempt to reach agreement as to the increase or decrease, if any, in the Contract Sum and the Contract Time caused by such change. The Engineer may require, prior to approval of such change order, that the Contractor submit a proposal detailing the information identified in paragraph G-09.02. If the Contracting Agency and Contractor agree, on the change, a Change Order will be executed. If the parties cannot so agree, the Contracting Agency may nevertheless issue a Change Order pursuant to paragraph G-09.04 and the Contractor will have the rights provided in paragraph G-09.05.
 2. Deleted Work. The Contracting Agency may elects to delete all or a portion of the Work or may terminate the Contract in whole or part as provided in paragraph G-09.01. When the Contract is terminated in part, the partial termination shall be treated as a deletion change order for payment purposes as follows;
 - a) Payment will be made for the actual number of units of Work completed at the unit Contract prices unless the Engineer determines the unit prices are inappropriate for the Work actually performed. When that determination is made by the Engineer, payment for Work performed will be as mutually agreed. If the parties cannot agree the Engineer will determine the amount of the equitable adjustment in accordance with paragraph G-09.04;
 - b) Payment for partially completed lump sum items will be as mutually agreed. If the parties cannot agree, the Engineer will determine the amount of the equitable adjustment in accordance with paragraph G-09.04;
 - c) To the extent not paid for by the Contract prices for the completed units of Work, the Contracting Agency will pay as part of the equitable adjustment those direct costs

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- necessarily and actually incurred by the Contractor in anticipation of performing the Work that has been deleted or terminated;
- d) To the extent not paid for by the Contract prices for the completed units of Work, the Contracting Agency will pay as part of the equitable adjustment those direct costs necessarily and actually incurred by the Contractor in anticipation of performing the Work that has been deleted or terminated;
 - e) The total payment where the Contract is terminated in its entirety shall not exceed the total Contract price as modified by approved change orders less those amounts paid to the Contractor before the effective date of the termination; and
 - f) No claim for damages of any kind or for loss of anticipated profits on deleted or terminated Work will be allowed because of the termination or change order.
3. Acceptable materials ordered by the Contractor or delivered prior to the date the Contractor was notified to delete the Work may, at the Contracting Agency's option, be purchased from the Contractor at the Contractor's actual cost and thereupon become the property of the Contracting Agency, or the Contracting Agency will reimburse the Contractor for its actual costs connected with returning such materials to the suppliers.
- a) No amount will be paid to the Contractor for any anticipated or estimated fee, which the Contractor could or would have earned if the deleted Work had been performed.

G-09.04 Issuance of Change Order

If the Contracting Agency and the Contractor are unable to reach agreement concerning the adjustment, if any, in the Contract Sum or Contract Time caused by a change, the Contracting Agency may nevertheless issue a Change Order implementing the change in the Work and directing the Contractor to perform the Work as changed. The Change Order may embody such terms as the Contracting Agency deems appropriate, and the Contractor shall diligently prosecute the Work in the most efficient, economical, and workmanlike manner, consistent with the best interests of the Contracting Agency. Unless otherwise stated in the Change Order the Contractor shall perform the changed Work on a Force Account basis pursuant to paragraph G-08.06. The Contractor shall be entitled to a change in the Contract Sum, or Contract Time to the extent directly caused by the change in Work.

G-09.05 Procedure for Protest by the Contractor

- A. If the Contractor accepts the terms of a change order by the Contractor's endorsement thereon, or by failure to protest as provided in this paragraph, payment by the Contracting Agency in accordance with the terms of the Change Order shall constitute full compensation, including but not limited to that for labor, material, equipment, overhead, fee (including profit), and damages (direct or indirect) or any other claim for damages of any kind or nature, if any, and for all changes to the Work and to the Contract Time.
- B. If the Contractor disagrees with any of the terms of a Change Order issued by the Contracting Agency, the Contractor shall give immediate oral notice of protest to the Engineer prior to performing the Work and shall submit a written protest to the Engineer within ten (10) Days of the Contractor's receipt of the Change Order. The protest shall identify the point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved in the change. When protest of a Change Order relates to compensation, the Contractor shall keep full and complete records of the cost of such changed Work and shall permit the Contracting Agency to have access to those records as requested by the Contracting Agency to enable the Contracting Agency to evaluate the merits of the protest.
- C. A protest shall not relieve the Contractor of its obligation to proceed without delay with the Work as directed in the Change Order. No adjustment to the Contract Sum or Contract Time will be made on account of Work performed preceding the Contractor giving oral notice of protest to the Engineer (to be followed by written protest as required in subparagraph B of this paragraph).
- D. Within 30 Days of the Contracting Agency's receipt of written notice above, the Contractor shall provide the Contracting Agency with the following details:

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1. A detailed factual statement of the claim for a change in Contract Sum and Contract Time, if any, providing all necessary dates, locations and items of Work affected by the claim;
 2. The date on which facts arose which gave rise to the claim;
 3. The name of each employee or agent of Contracting Agency, knowledgeable about the claim;
 4. The specific provisions of the Contract Documents which support the claim,
 5. The identification of any documents and the substance of any oral communications that support the claim;
 6. Copies of any identified documents, other than the Contract Documents, that support the claim;
 7. If an adjustment in the Contract Time is sought, the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its progress schedule to demonstrate the reason for the extension in Contract Time (time impact analysis);
 8. If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in article, G-09.02;
 9. A statement certifying, under penalty of perjury, that the claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes the Contracting Agency is liable. The individual signing such certification shall be a duly authorized representative of the Contractor who has the necessary and appropriate authority and responsibility to commit the Contractor to the truthfulness of the certification; and
 10. A statement that the claim covers all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor (and Subcontractors and Suppliers of any tier) is entitled.
- E. The Contracting Agency shall be entitled to recover its costs incurred for analysis/administration of processing and evaluating a claim to the extent a portion of the claim that is determined to be not recoverable from the Contracting Agency. The cost of reimbursement will be the percentage of the original claim that is determined to be not recoverable times the cost of analysis/administration.
- F. Dispute Resolution Process
1. Level I. Within seven (7) Days of receipt of the Contractor's documentation, the senior site representative of the Contractor and the Project Manager for the Contracting Agency shall meet, confer, and set a schedule for resolving the claim.
 2. Level II. Within seven (7) Days of the close of the Level I meetings, the general manager (or equivalent) of the Contractor and the Engineer for the Contracting Agency, (none of whom attended the Level I meeting) shall be jointly briefed by both the Contracting Agency and Contractor Level I representatives on the results of the Level I meetings, their respective positions, and remaining areas of disagreement. The Contracting Agency and Contractor Level II representatives shall then establish a schedule for resolving the claim. The Contracting Agency shall have the right to request additional information from the Contractor and its Subcontractors, Suppliers, etc. at any time prior to or during the Level II meeting. If an adjustment to the Level II meeting schedule is necessary to accommodate such requests for additional information, such adjustment shall be as mutually agreed by the representatives. If agreement on the schedule cannot be reached, the Level II meetings shall be terminated and the matter referred to the following Level III.
 3. Level III: Within seven (7) Days of the close of the Level II meeting, the owner or corporate officer of the Contractor (who did not attend the Level I or II meetings) and the Contracting Agency's Executive Director (who did not attend the Level I or II meetings) shall be jointly briefed by both the Contracting

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Agency and Contractor Level II representatives on the results of the Level II meetings, their respective positions, and remaining areas of disagreement. The Contracting Agency and Contractor Level III representatives shall then establish a schedule for resolving the claim. The Contracting Agency shall have the right to request additional information from the Contractor and its Subcontractors, Suppliers, etc. at any time prior to or during the Level III meeting. If an adjustment to the Level III meeting schedule is necessary to accommodate such requests for additional information, such adjustment shall be as mutually agreed by the representatives. If agreement on the schedule cannot be reached, the Level III meetings shall be terminated and the matter referred to the next level in this Dispute Resolution Process.

4. The terms of the resolution of all claims concluded in Level I, II or III meetings shall be documented in writing and signed by each party.
 5. Dispute Review Board. When a Dispute Review Board is required by Supplemental Conditions, and the claim is not resolved within seven (7) Days of completion of the Level III meeting, the claim shall be submitted to the Dispute Review Board as provided for in the Supplementary Conditions.
 6. Mediation. If the claim is not resolved in the Level III meeting and no Dispute Review Board is required, the Contractor may bring no claim against the Contracting Agency in litigation unless the claim is first subject to non-binding mediation or non-binding arbitration as mutually agreed by the Contracting Agency and Contractor. If no agreement is reached, then Contracting Agency has the sole right to determine which method is utilized. Mediation shall be conducted before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. The parties shall schedule mediation sessions at the earliest possible date(s), subject to the schedule of the selected (or appointed) mediator. The parties shall cooperate with the mediator and assure timely and full access to such personnel and documents as the mediator may request. The costs of mediation and/or arbitration shall be equally divided between the parties. Payment to the mediator shall be by the Contracting Agency who, after payment, shall deduct 50% of the cost (less 50% of any costs that may have been paid directly by the Contractor) from monies due the Contractor.
- G. Litigation. The Contractor may bring no litigation on claims unless such claims have been properly raised and considered in the procedures above. All unresolved claims of the Contractor shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and a lawsuit is served and filed within the limits stated in Paragraph G 04.31. This requirement cannot be waived, except by an explicit written waiver signed by the Contracting Agency.
- H. Claims Audits. All claims filed against Contracting Agency shall be subject to audit at any time following the filing of the claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow the Contracting Agency to verify all or a portion of the claim or to permit the Contracting Agency access to the books and records of the Contractor, or Subcontractors of any tier, shall constitute a waiver of the claim and shall bar any recovery. The audit may be performed either by employees of Contracting Agency or a representative of the Contracting Agency. The Contractor, and its Subcontractors, shall provide adequate facilities acceptable to the Contracting Agency for the audit during normal business hours. The Contractor, and all Subcontractors, shall make a good-faith effort to cooperate with the Contracting Agency's auditors.
- I. Joinder. At the Contracting Agency's sole discretion, Contracting Agency may require all claims or controversies arising out of this Contract may be consolidated in mediation between Contracting Agency and Contractor and its Subcontractors or Sub-subcontractors.

G-09.06 Changed Conditions

- A. In the event Contractor encounters: (a) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, (b) unknown physical conditions of an unusual nature at the site differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents, and such conditions cause an increase in Contractor's cost or time of performance, Contractor may be entitled to an equitable adjustment in Contract Time. The Contractor shall notify the Engineer promptly orally and in writing in accordance with G04.30 of such changed

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conditions or other conditions for which an equitable adjustment in Contract Sum or Contract Time is desired. If such notice is not given prior to the condition being disturbed (or other action being taken by the Contractor which may result in a claim for an increase in the Contract Time or the Contract Sum), or such condition is disturbed before the Contracting Agency directs the Contractor to proceed with the Work despite the condition, the Contractor will be deemed to have waived any claim for extra compensation or extension of the Contract Time on account of any additional or different work (including labor, material and equipment) required because of such condition. Oral notice alone by the Contractor to the Contracting Agency regarding such condition shall not be adequate to avoid such waiver.

- B. If the Engineer determines that conditions exist which entitle the Contractor to equitable adjustment in the Contract Sum to account for the performance of the work involved, and the additional Contract Time, if any, required to perform such work, Engineer will determine such adjustment. If the Contracting Agency and the Contractor agree on such adjustment, the same shall be set forth in a Change Order to be executed by the parties. If the parties are unable to so agree, the Contracting Agency may nevertheless issue a Change Order directing the Contractor to perform the changed Work pursuant to paragraphs G-09.03, and G 09.04.
- C. If the Engineer determines that the Contractor's request does not warrant an equitable adjustment in the Contract Sum and/or Contract Time, the Contractor shall diligently pursue the Work in accordance with the Engineer's direction while retaining the right to protest the Engineer's decision in accordance with paragraph G-09.05.

ARTICLE G-10

CONTRACTING AGENCY'S RIGHTS AND REMEDIES, AND TERMINATION OF CONTRACT

G-10.01 General

- A. The rights and remedies of the Contracting Agency set forth in the Contract Documents are cumulative and in addition to and not in limitation of any rights and remedies otherwise available to the Contracting Agency under law. The pursuit of any remedy by the Contracting Agency shall not be construed to bar the Contracting Agency from the pursuit of any other remedy in the event of similar, different, or subsequent breaches of this Contract.
- B. The rights reserved or possessed by the Contracting Agency to take any action with respect to the Project shall not give rise to any duty on the part of the Contracting Agency to exercise any such right for the benefit of the Contractor, Subcontractor, Sub-subcontractor, Supplier, or any other person.

G-10.02 No Waiver of Contracting Agency's Rights

- A. No action, delay in acting, or failure to act by the Contracting Agency shall constitute a waiver of any right or remedy of the Contracting Agency or be held to reduce any amount owed to the Contracting Agency by the Contractor. Nor shall such action, delay, or failure to act constitute an approval or acquiescence in any breach or defect in Work, materials, or equipment. Likewise, delay or failure of the Contracting Agency to act upon or enforce any provision of this Contract shall not constitute a waiver of such provision or otherwise prejudice the right of the Contracting Agency to enforce such provision at any subsequent time. No provision of this Contract shall be held to be waived, modified, or deleted except as expressly stated in a Change Order.
- B. The Contracting Agency shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the Substantial Completion or Final Completion of the Work and payment therefore from showing the true amount and character of the Work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or was incorrectly made, or that the Work or materials do not conform in fact to the requirements of the Contract Documents. Notwithstanding any such measurement, estimate, certificate, or payment in accordance therewith, the Contracting Agency shall not be precluded or estopped from recovering from the Contractor and its sureties such damages as the

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Contracting Agency may sustain by reason of the Contractor's failure to perform the Work in accordance with the Contract Documents or to otherwise comply with the requirements of the Contract Documents.

- C. Neither the final inspection, Final Completion, Final Acceptance, nor any payment for the whole any part of the Work, nor any extension of time, nor any possession or use of the Work taken or made by the Contracting Agency, shall operate as a waiver by the Contracting Agency of any provision of the Contract Documents or of any rights, remedies, or damages herein provided for, or bar recovery of any money wrongfully or erroneously paid to the Contractor.

G-10.03 Contracting Agency's Right to Suspend Work for Unsuitable Weather and Other Conditions

- A. The Engineer may direct that all or any part of the Work be suspended for such time period as the Engineer deems proper because of unsuitable weather, or other conditions beyond the control of the Contracting Agency and the Contractor, which prevents satisfactory performance of the Work. The Contractor shall immediately comply with the directive to suspend Work. The Contractor shall resume the suspended Work when so directed by the Engineer.
- B. Such suspension of Work by the Engineer shall not be grounds for a claim by the Contractor for an increase in the Contract Sum, however, Contract Time may be adjusted in accordance with paragraph G-07.03 unless the Engineer concludes that the Contractor could have performed the suspended Work if the Contractor had diligently prosecuted the Work prior to such suspension.

G-10.04 Contracting Agency's Right to Stop the Work

- A. If the Contractor fails to perform the Work in accordance with the Contract Documents, fails to correct defective Work as required by paragraph G-04.22, or fails to comply with any other directive issued by the Contracting Agency, the Contracting Agency may order, in writing, that the Contractor stop all or any portion of the Work until the cause for such order is eliminated.
- B. In the event of an order to stop Work, the Contractor shall not be entitled to any increase in the Contract Time or Contract Sum, nor to any damages or relief from liability, on account of such order to stop Work.
- C. Upon ten (10) Days' written notice to the Contractor, the Contracting Agency may suspend the Work for its convenience and without cause. In the event such suspension causes a change in Contractor's cost or time of performance of the Work, Contractor shall be entitled to make a claim for a change in Contract Time and Contract Price as set forth in Article G-09.

G-10.05 Contracting Agency's Right to Withhold Payment

The Contracting Agency has the right to withhold making all or part of any payment otherwise due the Contractor if and so long as the Contractor is in breach of any of its obligations under this Contract.

G-10.06 Termination of Contract for Cause

- A. The Contracting Agency may terminate the Contract as to all or any portion of the Work remaining to be performed upon seven (7) Days' written notice to the Contractor and Contractor's surety, and to complete the Work by whatever method the Contracting Agency may deem expedient, and recover the costs thereof from the Contractor and the Contractor's surety in the event the Contractor:
 - 1. Refuses or fails to supply sufficient, properly skilled workers or materials of the proper quality or quantity;
 - 2. Refuses or fails to make prompt payment to Subcontractors, or for labor or materials;
 - 3. Fails to prosecute the Work continuously to completion with promptness and diligence;
 - 4. Fails to perform any of its obligations under the Contract; or
 - 5. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency or makes an assignment for the benefit of Contractor's creditors.

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- B. Upon termination of the Contract under this paragraph, the Contracting Agency may exclude the Contractor from the Project site(s), take possession of the Work and all materials and equipment stored on or off site for which payment has been made pursuant to paragraph G-08.05, and complete the Work if and as it sees fit.
- C. If the Contracting Agency elects not to complete the Work, the Contractor and the Contractor's surety shall not thereby be released from any liability it may have to the Contracting Agency for damages on account of the breach of its obligations under this Contract.
- D. If the Contracting Agency elects to complete all or a portion of the Work, it may do so as it sees fit. The Contracting Agency shall not be obligated to the Contractor to accept the lowest bid for completion of the Work. The Contracting Agency may choose to complete all or a portion of the Work using its own work force. The cost of such Work shall be deducted from the amount due to the Contractor or claimed against the retained percentage. In any event, if the costs to the Contracting Agency (including all administrative costs) exceed the unpaid portion of the Contract Sum applicable thereto, the Contractor is liable for and shall pay the difference to the Contracting Agency.
- E. The rights provided by this paragraph shall survive the termination of this Contract, as shall all other rights to damages or other remedies against the Contractor.

G-10.07 Termination for Convenience

Upon ten (10) Days written notice to the Contractor, the Contracting Agency may terminate the Contract at its convenience and without cause. In such case, the Contractor shall be paid for all Work performed and reasonable expenses properly incurred in connection with the termination. No amount will be paid to the Contractor for any anticipated or estimated fee or profit for Work not performed which the Contractor could or would or may have earned if the Contract had not been terminated. Title to all Work performed at the time of termination shall be transferred to the Contracting Agency upon payment therefore.

G-10.08 Damages for Unexcused Delays by the Contractor

- A. The Contractor recognizes that any unexcused delay by the Contractor in the prosecution and completion of the Work will cause inconvenience and expense to the Contracting Agency, its lessees, and other users of Port facilities. The Contractor further acknowledges that unexcused delays in the prosecution and completion of the Work may obstruct water, or other traffic, interfere with and delay business and commerce, or expose the Contracting Agency to possible claims of direct and consequential damages from third parties. Additionally, such delays may cause the Contracting Agency to incur substantially increased costs of administration, engineering, supervision, and inspection in connection with the completion of the Work.
- B. In certain circumstances, it is recognized that it will be impracticable and extremely difficult to ascertain and determine the actual damages, as generally described above, which will be suffered by the Contracting Agency as a result of an unexcused delay by the Contractor. In such circumstances, where specifically provided for in the General Requirements or Supplementary Conditions, the Contractor shall be liable to the Contracting Agency for Liquidated Damages in the amount set forth in the General Requirements or Supplementary Conditions, for each Day following the Substantial Completion date that Contractor achieves Substantial Completion and for each day following the Final Completion date that Contractor achieves Final Completion. Neither this subsection nor any amounts specified in the General Requirements or Supplementary Conditions as Liquidated Damages shall be considered to be a penalty, it being the express agreement of the Contractor and the Contracting Agency that the Liquidated Damages provided shall be a reasonable approximation of actual damages to be suffered by the Contracting Agency for late performance.
- C. Any deduction or payment of Liquidated Damages shall not in any way release the Contractor from any further or other obligation and liability with respect to Contractor's obligation to achieve Final Completion.
- D. If the General Requirements or Supplementary Conditions do not provide for Liquidated Damages as provided in subparagraph B of this paragraph, the Contractor shall be subject to liability for the actual damages (including but not limited to the items set forth in subparagraph A of this paragraph) suffered by the Contracting Agency as a result of delay in completing the Work.

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G-10.09 Contracting Agency’s Right to Use the Premises

- A. The Contracting Agency reserves the right to use any part of the Work before completion of the entire Work without relieving the Contractor of any of its obligations under the Contract. Such use shall not constitute acceptance by the Contracting Agency of any of the Work.
- B. No additional compensation will be paid to the Contractor for costs incurred by it as a result of the Contracting Agency’s use or occupancy of the Work or a designated portion thereof following its Substantial Completion, or for additional safety measures including warning device costs, made necessary to protect the Contractor’s operations, the public, or Contracting Agency employees.

G-10.10 Prevailing Party to be Awarded Litigation Expenses

In any action between the Contracting Agency and the Contractor concerning the rights and obligations imposed on them by this Contract, the prevailing party in such action, upon a finding by a court having jurisdiction, shall be entitled to recover from the other party its expenses of litigation (including reasonable attorneys’ fees, expert consultants’ fees, and other expenses related to the action). The cost of publicly employed counsel of the Contracting Agency shall be recoverable by the Contracting Agency under this paragraph, and the fees of such counsel shall be established based on the prevailing rate for attorneys in private practice of comparable qualifications and experience.

ARTICLE G-11
BONDS AND INSURANCE

G-11.01 Performance Bond

- A. The Contractor shall furnish a duly executed performance bond upon a form acceptable to the Contracting Agency, within ten (10) Days following receipt of the notice of award. The bond shall be executed by a licensed surety (or sureties) which is registered with the Washington State Insurance Commissioner and the surety’s name shall appear in the current Authorized Insurance Company List for the state of Washington published by the Office of the Insurance Commissioner, and must be approved by the U. S. Department of Treasury as evidenced by a listing in the Federal Register. In addition, the surety or sureties must be rated “A-, FSC (6)”, or higher by A.M. Best Rating Guide. The penal amount of the bond shall be in an amount equal to the Contract Sum plus Washington State Sales Tax, if applicable, and conditioned upon the faithful performance of the Contract by the Contractor within the Contract Time.
- B. If the Contract Sum does not exceed \$25,000 the Contractor may, in lieu of providing a bond, request the Contracting Agency to retain 50% of the Contract amount earned for a period of 45 Days following Final Completion of the Work or until receipt of all necessary releases and settlement of any liens filed under Chapter 60.28 R.C.W., whichever is later, at which time the Contracting Agency will make Final Payment.

G-11.02 Payment Bond

- A. The Contractor shall also furnish a duly executed payment bond upon a form acceptable to the Contracting Agency, within ten (10) Days following receipt of the notice of award. The bond shall be executed by a licensed surety (or sureties) which is registered with the Washington State Insurance Commissioner and the Surety’s name shall appear in the current Authorized Insurance Company List in the state of Washington published by the Office of the Insurance Commissioner, and must be approved by the U. S. Department of Treasury as evidenced by a listing in the Federal Register. In addition, the surety or sureties must be rated “A-, FSC (6)”, or higher by A.M. Best Rating Guide. The penal amount of the bond shall be in an amount equal to the Contract Sum plus Washington State Sales Tax, if applicable, and conditioned upon the payment by the Contractor to all laborers, mechanics, Subcontractors, and Suppliers, and all persons who shall supply the Contractor, subcontractors or sub-subcontractors with provisions, equipment, or supplies for the performance of the Work covered by this Contract.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 72 00 – General Conditions

- B. If the Contract Sum does not exceed \$25,000 the Contractor may, in lieu of providing a bond, request the Contracting Agency to retain 50% of the Contract amount earned for a period of 45 Days following Final Completion of the Work or until receipt of all necessary releases and settlement of any liens filed under Chapter 60.20 R.C.W., whichever is later, at which time the Contracting Agency will make Final Payment.

G-11.03 Failure to Provide Bonds

- A. Failure to timely provide performance and payment bonds will result in cancellation of the Contract award and forfeiture of the bid guaranty to the Contracting Agency.
- B. The Contracting Agency may, from time to time, require the Contractor's surety or sureties to appear and qualify themselves upon the bonds. If such surety or sureties shall refuse or fail to so appear and qualify, or if the Contracting Agency determines that such surety or sureties are insufficient to fulfill the terms and conditions of the bonds, then the Contracting Agency shall require the Contractor to furnish additional surety or sureties as may be necessary to fulfill the terms and conditions of the bonds. Payments may be withheld on the Contract until sufficient surety, as required, is furnished.
- C. If the Contract Sum is increased by Change Order, the Contractor agrees to provide the Contracting Agency with such additional performance and payment bonds as required to assure performance of any additional Work and payment for the labor and materials incidental to such Work. Change Orders may be issued without notice to sureties. Compensation for additional bonding, where required by a Change Order, shall be included in the 15% markup allowed the Contractor for all Change Orders.

G-11.04 Insurance

- A. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.
- B. Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form, providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 or the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract.
3. **Excess or Umbrella Liability** insurance shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Automobile Liability coverages. All entities listed as additional insured shall be named as additional insured on the Contractor's Excess or Umbrella Liability insurance policy.
4. **Contractor's Pollution Liability** insurance for claims, including investigation, defense, or settlement costs and expense for bodily injury and property damage (including natural resources damages and loss of use of tangible property that has not been physically injured) arising out of:
 - a) Pollution conditions caused or made worse by the Contractor's performance of the Work, including clean-up costs for a newly caused condition or a historical condition made worse; and;

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 72 00 – General Conditions

b) The vicarious liability of subcontractors or any tier.

5. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the state of Washington.

D. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit for each one (1) year policy period.
3. **Excess or Umbrella Liability** insurance with limits of not less than \$3,000,000 each occurrence and annual aggregate.
4. **Contractor's Pollution Liability** insurance with a minimum "per project" limit of \$1,000,000 each occurrence and in the aggregate.

E. Other Insurance Provisions

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

1. The Contractor's insurance coverage shall be primary insurance as respects the Contracting Agency. Any Insurance, self-insurance, or insurance pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contracting Agency, its elected and appointed officials, and its employee and agents shall be named as an insured under the insurance policies with respect to the Work and obligations to be performed by the Contractor.
3. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Contracting Agency.
4. The Contractor shall procure and maintain any other insurance applicable to this contract as may be required by local, state, or federal law.
5. The Contractor shall be Named Insured and the Contracting Agency, its elected and appointed officials, and its employees and agents (collectively the "Additional Insured") shall be included as Additional Insured, or as appropriate, a Named Insured, under the policy and coverage.
6. The Contractor's insurance policies shall contain an express waiver of any right of subrogation by the insurance company against the Contracting Agency and its elected officials, employees or agents.
7. The Contractor's insurance policies shall expressly provide that the defense and indemnification of the Contracting Agency as an "Additional Insured" will not be effected by any act or omission by Contractor which might otherwise result in a forfeiture of said insurance.
8. The Contractor's insurance policies shall contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit.
9. The Contractor's insurance policies shall not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another.
10. The Contractor's insurance policies shall provide for coverage for damage to the Contracting Agency's property caused by the Contractor.

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Section 00 72 00 – General Conditions

11. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or equipment/boom borrowed from the Contracting Agency, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, or Contractors as well as to any temporary structures, scaffolding, and protective fences.

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Subcontractors

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

I. Additional Insured

All insurance policies, with the exception of Workers Compensation, LHWCA, Professional Liability, and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

1. The Contracting Agency and its officers, elected officials, employees, and agents

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

END OF SECTION

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 73 00 - Supplementary Conditions

The following Heritage Capital Project (HCP) and Brownfields Revolving Loan Fund (BRLF)-supplements shall modify, delete, and/or add to the General Conditions or Instructions to Bidders. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

The supplements referenced within this section are identified with the same number and title used for that topic in the General Conditions.

Supplement Article G-04 CONTRACTOR'S RESPONSIBILITIES with the following sections:

SC-04.35 PREVAILING WAGES

Prevailing Wages

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 preempted by Federal law. The area in which the worker is physically employed shall determine which Federal wage and fringe benefit rate shall be used to compare against the State wage and fringe benefit rate. Current Federal and State prevailing wages are provided in Appendix A of these specifications.

SC-04.36 NONDISCRIMINATION PROVISION

Nondiscrimination

The Contractor shall not discriminate on the basis of race, color, national origin or sex, or gender identity, in the performance of this Contract in accordance with 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this contract.

SC 04-37 FAIR SHARE OBJECTIVES, 40 CFR Part 33, Subpart D

Fair Share Objectives

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below:

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased	10% MBE	4% WBE

Contractor shall make the following good faith efforts whenever procuring construction, equipment, services and supplies under this contract and shall ensure that sub-contractors also comply.

Records documenting compliance with the five good faith efforts shall be retained. The five good faith efforts shall include:

- A. Ensure Disadvantaged Business Enterprises are made aware of subcontracting opportunities to the fullest extent practicable through outreach and recruitment activities.
- B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 73 00 - Supplementary Conditions

competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

- C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- D. Encourage subcontracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

SC 04-38 BUILD AMERICA, BUY AMERICA – REQUIRED USE OF AMERICAN IRON, STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS

Build America, Buy America

- A. All iron and steel used in the project shall be produced in the United States, meaning all manufacturing processes, from the initial melting stage through the application of coatings, shall occur in the United States.
- B. All manufactured products used in the project shall be produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- C. All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material or supply should only be classified into one of the following categories: (1) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 73 00 - Supplementary Conditions

- (b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Costs of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

- (1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- (2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- (3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- (4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- (5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- (6) All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- (7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- (8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When supported by rationale provided in IIJA §70914, the recipient may submit a waiver request in writing to EPA. Recipients should request guidance on the submission instructions of an EPA waiver request from the EPA Project Officer for this agreement. A list of approved EPA waivers (general applicability and project specific) is available on the [EPA Build America, Buy America](#) website.

EPA may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

- (1) Applying the Buy America Preference would be inconsistent with the public interest;
- (2) The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

For questions regarding the Build America, Buy America Act requirements for this Contract or to determine if there is an approved waiver in place, please contact the Contracting Agency.

Definitions. For legal definitions and sourcing requirements, consult the EPA Build America, Buy America website, 2CFR Part 184, and the Office of Management and Budget’s (OMB) Memorandum M-24-02 Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 73 00 - Supplementary Conditions

SC 04-39 CONTRACT ADMINISTRATION PROVISIONS, 40 CFR 33.302

Contract Administration Provisions, 40 CFR 33.302

Contractor shall provide forms : EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK. These two (2) forms are provided in Appendix G of the Contract Documents.

Contractor shall complete and submit to the Contracting Agency and Environmental Protection Agency Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period the Contracting Agency receives the award and continuing until contract completion.

SC-04-40 PROJECT SIGN

Project Sign

Contractor shall erect a sign on the property stating the project is financed in part by the State of Washington and administered by the Washington State Historical Society and in part by an EPA loan administered by the State of Washington Department of Commerce. Minimum required language is specified in Appendix F of this contract. Prior to fabrication and erection of the sign, the Contractor shall submit to the Contracting Agency shop drawings and site plans for the project sign, for review and approval.

END OF SECTION

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section 00 73 19 – Health and Safety Requirements

PART 1 – GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions, General Requirements and Technical Specifications apply to this Work as if specified in this section.

1.02 DESCRIPTION OF WORK

- A. The Work includes the requirements for health and safety provisions necessary for all Work at the site for this project.
- B. The Work is in an active Marina and RV Park and should be treated as an commercial and industrial site. Possible contaminants of potential concern include metals, petroleum hydrocarbons, creosote, and asbestos containing building materials.
- C. Failure on the part of the Contractor to follow its site-specific Health and Safety Plan(s) or to conduct work in an unsafe manner may result in suspension of the Work by the Contracting Agency. The Contractor shall not be entitled to extra compensation for health and safety related suspensions, nor shall the Contract completion date be extended.

1.03 APPLICABLE LAWS AND REGULATIONS

- A. The Contractor shall perform all Work in compliance with the applicable provisions of the Washington Industrial Safety and Health Act, as well as other applicable federal, state, and local laws, regulations, and permits. The Contractor is fully responsible for planning and executing all the Work under this Contract in a manner that meets the regulatory requirements of Chapter 296-843 of the Washington Administrative Code (WAC) for protecting the health and safety of workers and the public.
- B. While performing the Work, the Contractor may be subject to on-site inspections by regulatory inspectors from the Washington State Department of Labor and Industries, and other federal, state, or local agencies. If the Contractor is found to be in violation of pertinent regulations, the Contractor shall cease all Work immediately, notify the Contracting Agency, and correct the violation. Standby time required to resolve such violation shall be at the Contractor's sole expense.

1.04 SAFETY

- A. Safety is the full responsibility of the Contractor. The Contractor is to fully review the Contract Documents prior to the commencement of Work and bring any safety concerns to the attention of the Contracting Agency. The Contractor shall have a safety program in place and shall submit the program to the Contracting Agency for approval. The safety program shall address the specific work to be performed and site conditions.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. The Contractor shall provide all health and safety equipment and supplies (e.g., fall protection, shoring equipment, personal protective equipment, fencing, gas meters, first aid supplies, etc.) necessary to support the Contractor's and subcontractors' work.
- B. All personnel shall be trained to operate the appropriate safety equipment that would be utilized during their work. It is the responsibility of the Contractor's designated Site Safety and Health Officer to ascertain that all safety equipment is being used appropriately.
- C. All equipment and supplies shall be kept in proper working order.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 73 19 – Health and Safety Requirements

PART 3 – EXECUTION

3.01 PREPARE HEALTH AND SAFETY PLAN

- A. Prior to the start of any Work, the Contractor shall prepare a site-specific Health and Safety Plan (HASP) which meets all the requirements of WAC 296-843-100 as well as other applicable local, state and federal laws, regulations, and permits for construction safety and hazardous waste operations and emergency response (HAZWOPER). A copy of the HASP shall be submitted to the Contracting Agency and any government agency performing a health and safety inspection.
- B. Each organization with on-site workers is expected to prepare a HASP. The Contractor can submit one comprehensive HASP for all Contractor and subcontractor work, or subcontractors can prepare separate plans at no additional cost to the Contracting Agency.

3.02 SITE SAFETY AND HEALTH OFFICER

- A. The Contractor shall provide a person designated as the Site Safety and Health Officer, who is thoroughly trained in rescue procedures and the use of all necessary safety equipment, air monitoring equipment, and gas detectors. The person must be present while Work is being performed and conduct testing, as necessary.
- B. The Site Safety and Health Officer shall be empowered with the delegated authority to order any person or worker on the project site to follow the construction and health and safety rules. Failure to observe these rules is sufficient cause for removal of the person or worker(s) from this project.
- C. The Site Safety and Health Officer is responsible for determining the extent to which any safety equipment must be utilized, depending on conditions encountered at the site.

3.03 IMPLEMENT HEALTH AND SAFETY PLAN

- A. The Contractor shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees of the Contracting Agency, agent, and Contractor) and property during the contract period. This requirement applies continuously and is not limited to normal working hours.
- B. The Contractor shall inform all persons entering the site, including Contractor employees, subcontractor employees, and visitors, of the potential danger associated with construction activities and contaminated media at the site. The Contractor shall maintain proof that all on-site persons have read the Site Health and Safety Plan (HASP) and are aware of the site hazards.
- C. The Contractor shall maintain at least one copy of the site-specific HASP(s) at the work site.
- D. The Contracting Agency's review of the Contractor's submittals and performance does not include approval of the adequacy of the Contractor's Site Safety and Health Officer, the site-specific HASP, safety program or any safety measures taken in, on, or near the construction site.
- E. On-site activities involving potential soil or water exposures must be performed by HAZWOPER-trained personnel with current certifications. These personnel must have cards in their possession verifying current training status and must present the cards when requested by the Contracting Agency, the organization(s) conducting oversight, and/or regulatory officials.
- F. The Contractor is solely responsible for all health and safety procedures and mitigation measures associated with asphyxiating (toxic) gases, explosive gases, and oxygen-deficiency conditions (e.g., confined space entry).
- G. The Contractor shall conduct regular on-site health and safety meetings and include other on-site workers such as subcontractors, the organization(s) conducting oversight, and third-party samplers. The Contractor shall also brief on-site visitors about pertinent health and safety matters.
- H. Accidents causing death, injuries, or damage must be reported immediately to the Contracting Agency in person or by telephone or messenger. In addition, promptly report in writing to the

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 73 19 – Health and Safety Requirements

Contracting Agency all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site, giving full details and statements of witnesses.

- I. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing within 24 hours after occurrence, to the Contracting Agency, giving full details of the claim.

END OF SECTION

DIVISION 01 – GENERAL REQUIREMENTS
Section 01 11 00 – Summary of Work

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE

- A. The Work included in this Contract is defined on the drawings listed in Section 00 72 00 – General Conditions, and within these specifications under the following Division Numbers:
 - 1. DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS
 - 2. DIVISION 01 – GENERAL REQUIREMENTS
 - 3. DIVISION 02 – EXISTING CONDITIONS
 - 4. DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES
 - 5. DIVISION 07 – THERMAL AND MOISTURE PROTECTION
 - 6. APPENDICES
- B. The Work under this contract is to provide and furnish and/or install all labor, materials and equipment, as may be required to complete the Work, installed, tested, and ready for use, and as described in these documents.
- C. The Work includes facility improvements at the Point Hudson Marina and RV Park including but not limited to:
 - 1. Removal and disposal of non-hazardous roofing materials including asphalt composition shingles, 4,350 square feet in area, and standing seam metal roofing, approximately 2,000 square feet in area.
 - 2. Abatement and removal and disposal off site, at an approved facility, of approximately 30,315 square feet of non-friable asbestos-cement transite roof shingles as shown on the Drawings.
 - 3. Installation of approximately 35,365 square feet of new standing seam aluminum roofing as shown on the Drawings
 - 4. Installation of approximately 36,115 square feet of new 15/32” CDX plywood sheathing and 35,365 square feet of high-temperature self adhering underlayment.
 - 5. Restoration of approximately 6,600 square feet of existing copper roofing
 - 6. Installation of pedestrian and building occupant protection from overhead work, including traffic control.
 - 7. Restoration of the site to pre-construction conditions.

1.02 LOCATION

- A. This project is located at the Point Hudson Marina and RV Park, 380 Jefferson Street, Port Townsend, WA 98368.

1.03 ACCESS TO SITE

- A. Access to site will be primarily from the Point Hudson Marina and RV Park at the intersection of Monroe and Jefferson Streets in Port Townsend, WA, 98368

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Section 01 11 00 – Summary of Work

1.04 ENGINEERING AND INSPECTION

- A. Engineers, inspectors and other agents of Contracting Agency will perform engineering and inspection work throughout the duration of the Contract.
- B. Engineers and inspectors of the local permitting authority (City of Port Townsend) will enter the project site and shall perform its inspection work.

1.05 COORDINATION

- A. The Contractor shall coordinate its activity with Contracting Agency's operations, so interference with Marina and RV Park activities, and Point Hudson building tenants and visitors will be minimized.
- B. The Contractor shall also coordinate its work with adjacent properties throughout the life of this contract at no additional expense to the Contracting Agency.

1.06 MATERIALS TESTING

- A. Necessary materials testing shall be performed by an independent testing laboratory and paid for in accordance with requirements identified in each of individual Sections. Access to the area necessary to perform the testing and/or to secure the material for testing, shall be provided by the Contractor.

END OF SECTION

DIVISION 01 – GENERAL REQUIREMENTS
Section 01 20 00 – Measurement and Payment

PART 1 - GENERAL

1.01 SUMMARY

- A. This Specification Section includes descriptions for all Bid Items for the Project. The Contract specific Bid Items are listed in this Specification in addition to the Bid Form.

1.02 GENERAL PROVISIONS

- A. The total Contract Amount covers the Work required by the Contract Documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.
- B. If used, all estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) for the purpose of comparing the bids submitted for the Work, and (b) as a basis for determining an initial Contract Amount. The actual amounts of Work completed, and materials furnished under unit price items, may differ from the estimated quantities. The Port does not expressly or by implication represent that the actual quantities involved will correspond exactly to the quantities stated in the Bid Form; nor shall the Contractor plead misunderstanding or deception because of such estimate or quantities or of the character, location or other conditions pertaining to the Work. Payment to the Contractor will be made only for the actual quantities of work performed or material furnished in accordance with the Drawings, Specifications, and other Contract Documents, and it is understood that the quantities may be increased or decreased as provided in the General Conditions.
- C. If used, the unit prices listed in the Bid Form shall include all services, obligations, responsibilities, labor, materials, devices, equipment, royalties and license fees, supervision, temporary facilities, construction equipment, bonds, insurance, taxes (as applicable), clean up, traffic control, control surveys, field offices, close out, overhead and profit and all connections, appurtenances and any other incidental items of any kind or nature, as are necessary to complete the Work in accordance with the Contract Documents, unless otherwise noted.
- D. The Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise because of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore.
- E. Where payment by scale weight is specified under certain items, the Contractor shall provide suitable weighing equipment which shall be kept in accurate adjustment at all times and the scales shall be certified. The results of weighing of all material shall be submitted to the Contracting Agency for review.

1.03 MEASUREMENT AND PAYMENT

- A. Measurement – The complete amount of the unit of measure installed and accepted as complete within the limits specified and shown in the Drawings and specified in the Contract Provisions. Contractor shall provide supporting documentation (i.e. drawings, delivery tickets, invoices, surveying calculations, etc.) to verify actual installed quantities and to compare to measurement and quantities prepared by the Contracting Agency. Common units of measurement used for bidding comprise of the following:

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Section 01 20 00 – Measurement and Payment

1. Linear Feet (LF)
 2. Square Feet (SF)
 3. Square Yard (SY)
 4. Cubic Yard (CY)
 5. Each (EA)
 6. Lump Sum (LS)
 7. Ton (TON)
- B. Bid Items of payment that have lump sum or force account in the Bid item of Work shall have no specific unit of measurement requirement.
- C. Measurement Method – For each basis of measurement listed below, the Contracting Agency will use the method measurement described, for bid items or materials measured on the basis of;
1. Hour – Measured for each hour that Work is actually performed. Portions of an hour will be round up to a half hour.
 2. Square Yard or Square Foot - The measurement shall be a calculation from the neat dimensions shown in the Plans, with adjustments made for roof slope or as altered by the Contracting Agency. If there is an exception within the measured area where the item of Work is not performed (such as a drainage vault within a measured sidewalk) and if the exception area is greater than 9 square feet, then the area of the exception will be subtracted from the payment area calculated from the neat dimensions.
 3. Linear Foot – A length measured along an element unless the Plans requires otherwise.
 4. Volume (of excavation and embankment) – Measured by the average-end-area method or by the finite element analysis method utilizing digital terrain modeling techniques. All or some computations may be based on ground elevations and other data derive photogrammetrically. The Contracting Agency may correct for curvature.
 5. Volume (in the hauling vehicle) – Measured at the point of delivery. Hauling vehicles may be of any size or type the Contracting Agency approves provided that the body is of such shape that the actual contents may be readily and accurately determined. If the Contracting Agency requires, the Contractor shall level loads at the delivery point to facilitate measurement.
 6. Weight – Weight as required in section below.
- D. For each item listed below, the Contracting Agency will use the method of measurement described.
1. Timber – Measured by the thousand board feet (MBM) actually used in the Structure. Measurements will be based on nominal widths and thicknesses and the extreme length of each piece.
 2. Standard Manufactured Items (fence, wire, plates, rolled shapes, pipe conduit, etc., when specified) – Measured by the manufacturer’s identification of gage, unit weight, section dimension, etc. The Contracting Agency will accept manufacturing tolerances set by each industry unless cited Specifications require more stringent tolerances.
 3. Cement – Measured by the pound, ton, or sack. A sack shall be 94 pounds.
 4. Asphalt – Measured by the gallon or ton. If measured by gallon, measurement will be made at 60 F (or will be corrected to the volume at 60 F in keeping with ASTM D1250). If shipped by rail, truck, or transport, measurement will be by net certified scale masses or certified volumes (corrected for material lost in route or not actually incorporated into the Work).
- E. No measurement will be made for:
1. Work performed or materials placed outside lines shown in the Plans or set by the Contracting Agency;

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2. Materials wasted, used, or disposed of in a manner contrary to the Contract;
 3. Rejected materials (including those rejected after placement if the rejection resulted from the Contractor's failure to comply with the Contract);
 4. Hauling and disposing of rejected materials;
 5. Material remaining on hand after the Work is completed, except as provided in the General Specification for deleted or terminated Work; or
 6. Other Work or material contrary to the Contract Provisions
- F. Scope of Payment – The payment provided for in the Contract shall be full payment to the Contractor for:
1. Furnishing all materials and performing all Work under the Contract (including changes in the work, materials, or Plans) in a complete and acceptable manner;
 2. All risk, loss, damage, or expense of whatever character arising out of the nature or prosecution of the work; and
 3. All expense incurred resulting from a suspension or discontinuance of the Work as specified under the Contract.
- G. The payment of an estimate or retained percentage shall not relieve the Contractor of the obligation to correct defective Work or materials.
- H. Unless the Plans and Special Provisions provide otherwise, the unit Contract prices for the various Bids items shall be full payment for all labor, materials, supplies, equipment, tools, and all other things required to completely incorporate the item into the Work as though the item were to read "In Place".
- I. Certain payment items appearing in these Specifications contain a fill-in indicated by an underbar at the end or within the Payment Item. The Plans and Proposal will include additional information to fill in the underbar, such as:
1. The words "For Structure", "For Concrete Barrier", "For Bridge", etc., with the intent of clarifying specific use of the item; or
 2. The words "Site (Site Designation)", with the intent of clarifying where a specific item of Work is to be performed.
 3. Words indicating the type of product to be used.

Modification of payment items in this manner shall in no way change the intent of the Specifications relating to these items.

1.04 BID ITEMS

- A. Measurement for payment will be at the unit price as stipulated in the bid form for the items listed below.
1. Bid Item A1 – Mobilization/Demobilization
 - a. Measurement: Lump Sum (LS)
 - b. Description: Mobilization of construction equipment and costs of preparatory Work and operations performed by the Contractor, typically occurring before 10 percent of the total original Contract amount is earned from other contract Bid items.
 - c. Payment: As follows:

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- 1) When 5 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 50 percent of the amount Bid for mobilization, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
- 2) When 10 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 100 percent of the amount Bid for mobilization, or 10 percent of the total original Contract amount, whichever is the east, will be paid.
- 3) When the Substantial Completion Date has been established for the project, payment for mobilization in excess of 10 percent of the total original Contract amount, if any, will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

2. Bid Item A2 – Traffic Control

a. Measurement: Lump Sum (LS)

b. Description: Work under this item shall include all submittals, monitoring, materials, supplies, equipment, and labor required for fabricating, constructing, installing, and maintaining measures including but not limited to traffic control and pedestrian safety, compliance with permit conditions in the Contract Provisions and as shown in the Contract Drawings. Work elements for this item include, if required, but are not limited to:

- 1) Traffic Control Plan (TCP)

In addition, work under this item shall also include all materials, supplies, equipment, and labor required for restoring the project site to its original condition. This includes any of the following: removal of construction entrances, cleaning up after all tools and equipment, removal and disposal of all debris and “trash” throughout the project site, restoring any impacted items on site that are not a part of the demolition scope. A temporary chain link fence shall be supplied and installed to protect the staging or storage area.

c. Payment: As follows:

- 1) The Contracting Agency will pay 15 percent of the bid amount for the initial set up for the item. Initial set up includes the following:
 - a) Acceptance of the TCP provided by the Contracting Agency or submittal of new TCP,
- 2) Seventy percent of the bid amount will be paid based on the Contractor’s progress towards completing the Work.
- 3) Once the project is physically complete the remaining 15 percent of the bid amount shall be paid.

3. Bid Items A3 – Demolish and Dispose Transite Roof Tile

a. Measurement: Lump Sum (LS)

b. Description: Work under this item shall include all submittals, materials, supplies, equipment, hauling, disposal and labor required for demolition, transport, and disposal of transite (asbestos containing) roof tile as shown on the Contract Drawings and as specified in the Contract Provisions. Work includes, but is not limited to demolition, handling, disposal, temporary storage (as necessary), hauling, and disposal at a certified/approved refuse facility of transite roof tiles. Work shall also include the removal of underlayment, provision for temporary weatherproofing of the buildings if weather conditions warrant, and the cleaning

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- of existing roof substructure to remain prior to installation of plywood, underlayment and metal roofing. Approximate area of transite roof tile to be removed and disposed is 30,315 square feet.
- c. Payment: “Demolish and Dispose Transite Roof Tile” per lump sum for all transite tile removed and disposed.
4. Bid Items A4 – Occupant and Public Health and Safety
- a. Measurement: Lump Sum (LS)
 - b. Description: Work under this item shall include all submittals, materials, supplies, equipment, and labor required to provide protection to occupied and used buildings, including overhead protection at building means of entrance and egress, and thoroughfares for pedestrian travel necessary, and protection from airborne and other health hazards associated with the demolition, transport, storage and disposal of asbestos-containing materials, to complete the Work in accordance with the Contract Documents.
 - c. Payment: “Occupant and Public Health and Safety” per Lump Sum.
5. Bid Items B1 – Demolish existing Standing Seam and Asphalt Composition Shingle Roofing
- a. Measurement: Lump Sum (LS)
 - b. Description: Work under this item shall include all submittals, materials, supplies, equipment, and labor required to demolish and dispose existing Asphalt Composition Roofing on Building 12 (Disinfecting Building) and existing standing seam metal roofing on Building 7 (Hospital), and all copper flashing and underlayment on all buildings where aluminum standing seam metal roofing is scheduled for installation. Approximate area of standing seam metal roofing to be removed is 2,000 square feet. Approximate area of asphalt composition roofing to be removed is 4,350 square feet.
 - c. Payment: “Demolish existing Standing Seam and Asphalt Composition shingle roofing” per Lump Sum.
6. Bid Items B2 – Install 15/32” CDX Plywood Substrate
- a. Measurement: Lump Sum (LS)
 - b. Description: Work under this item shall include all submittals, materials, supplies, equipment, and labor required to install plywood substrate (approximately 36,115 square feet) in accordance with the Contract Documents.
 - c. Payment: “Install 15/32” CDX Plywood Substrate per Lump Sum.
7. Bid Items B3 – Install Self-adhering Roof Membrane
- a. Measurement: Lump Sum (LS)
 - b. Description; Work under this item shall include all submittals, materials, disposal fees, trucking, shipping, transportation, handling, dewater, containment, cutting, chipping, supplies, equipment and labor required to complete installation of self-adhering roof membrane (approximately 35,365 square feet).
 - c. Payment: “Install Self-adhering Roof Membrane” per lump sum.
8. Bid Items B4 – Install Aluminum Standing Seam Metal Roofing
- a. Measurement: Lump Sum (LS)

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- b. Description: Work under this item shall include all submittals, materials, equipment, and labor required to install standing seam metal roofing (approximately 35,365 square feet), including sheet metal roofing panels, fasteners, adhesives, flashing, drip edges, preformed pipe penetrations, sealants and other accessories.
 - c. Payment: "Install Aluminum Standing Seam Metal Roofing", per lump sum
9. Bid Items B5 – Preserve Existing Copper Roof and Roof Features
- a. Measurement: Lump Sum (LS)
 - b. Description: Work under this item shall include all materials, supplies, equipment, and labor required to preserve existing copper roofing and copper roof features (approximately 6,600 square feet in area), including the copper skylight framework on Building 12, in accordance with the Contract Documents including surface preparation, cleaning, primer application, fleece layer application, intermediate and finish coat application.
 - c. Payment: "Preserve Existing Copper Roof and Roof Features" per lump sum.

END OF SECTION

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 31 19 – Project Meetings

PART 1 - GENERAL

1.01 PRECONSTRUCTION MEETING

A. NOTIFICATION

1. Following the award, the Contracting Agency's Representative will notify the selected bidder of the time and date of a preconstruction meeting.

B. LOCATION

1. The preconstruction meeting will be scheduled at the Point Hudson Pavilion Building or other designated Contracting Agency facility.

C. ATTENDANCE

1. Preconstruction meeting attendees may include are not limited to:

- a. Contracting Agency Representatives:

- (1) Contracting Agency's Representative
- (2) Contract Administrator
- (3) Port Operations and Maintenance Staff
- (4) Lease and Contracts Administrator
- (5) Harbormaster

- b. Contractor's Representatives:

- (1) Project Manager (Superintendent)
- (2) Contract Administrator
- (3) Major Subcontractors

- c. City of Port Townsend Representatives:

- (1) City Engineers and/or Inspectors

2. The preconstruction meeting agenda may include but are not limited to:

- (1) Communications and routing/Contact List
- (2) Discussion of the General Conditions
- (3) Discussion of the General Requirements
 - (a) Marina/RV Park Operations and work hours
 - (b) Laydown, Staging and Parking
- (4) Discussion of the Technical Specifications
 - (a) Construction Sequencing Work Plan
 - (b) Other work plans
- (5) Schedule
- (6) Jobsite Walk

1.02 PRE-INSTALLATION CONFERENCES

- A. Pre-installation conferences are required for major elements of work as set forth in the Technical Specifications.

DIVISION 01 – GENERAL REQUIREMENTS
Section 01 31 19 – Project Meetings

1.03 PROGRESS MEETINGS

- A. The Contracting Agency will schedule and administer weekly progress meetings throughout progress of the Work.
- B. The Contracting Agency will arrange meetings, prepare standard agenda with copies for participants, preside at meetings, record minutes and distribute copies within ten (10) days to the Contractor, meeting participants, and others affected by decisions made.
- C. Attendance is required for the Contractor's job superintendent, and major subcontractors, and Contracting Agency as appropriate to the agenda topics for each meeting.
- D. The Contractor will prepare weekly look ahead schedules, RFI logs, Submittal Logs, and other field reports.
- E. The progress meeting agenda may include but is not limited to:
 - 1. Safety moment
 - 2. Review minutes of previous meeting.
 - 3. Review of work progress (3 week look ahead).
 - 4. Maintenance of progress schedule.
 - 5. Corrective measures to regain projected schedules.
 - 6. Planned progress during succeeding work period.
 - 7. Field observations, problems, and decisions.
 - 8. Identification of problems that impede planned progress.
 - 9. Submittal Review/Submittal Status
 - 10. Request for Information Status
 - 11. Maintenance of quality and work standards.
 - 12. Review of monthly pay estimates.
 - 13. Demonstration that the project record drawings are up-to-date.
 - 14. Other business relating to the work.

END OF SECTION

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 33 00 – Submittal Procedures

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for submittals, including contractor work plans, shop drawings, product data, certificates of compliance, certificates of material origin, test reports, samples, and other submittals.
- B. Related Requirements:
 - 1. Section 01 31 19 – Project Meetings
 - 2. Required submittals are identified in each of the individual Sections.

1.02 RELATED SECTIONS

- A. All Technical Specification sections relate to this section.

1.03 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Contracting Agency's receipt of submittal. No extension of the Contract time will be authorized because of failure to transmit submittals enough in advance of the work to permit processing, including resubmittals.
- B. Initial Review: Allow ten (10) working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The Contracting Agency will advise the Contractor when a submittal being processed must be delayed for coordination.
- C. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
- D. Resubmittal Review: Allow five (5) working days for review of each resubmittal.
- E. Submittals: Place a permanent label or title block on each submittal item for identification.
- F. Indicate name of firm or entity that prepared each submittal on label or title block.
- G. Include the following information for processing and recording action taken:
 - 1. Project name.
 - 2. Date.
 - 3. Name of construction manager.
 - 4. Name of Contractor.
 - 5. Name of Subcontractor.
 - 6. Name of supplier.
 - 7. Name of manufacturer.
 - 8. Submittal number or other unique identifier, including revision identifier.
 - 9. Number and title of appropriate Technical Specification section.
 - 10. Contract Drawing number and detail references, as appropriate.
 - 11. Location(s) where product is to be installed, as appropriate.
 - 12. Highlight or identify product in instances where there are multiple products on a single data sheet.
 - 13. Other necessary identification.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Contracting Agency.

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 33 00 – Submittal Procedures

- I. Distribution: Furnish copies of final submittals to manufacturers, Subcontractors, suppliers, fabricators, installers, and others as necessary for performance of construction activities. Show distribution on transmittal forms. Contractor is responsible for furnishing copies to agencies from which Contractor has secured permits.
- J. Use for Construction: Retain complete copies of submittals on project site. Use only final submittals that are marked with approval notation from Contracting Agency.
- K. All text shall be legible with a font size 8 points or larger when printed on 8.5x11-inch paper.

PART 2 – PRODUCTS

2.01 SUBMITTAL PROCEDURES

- A. General submittal procedure requirements: Prepare and submit submittals for all permanent materials permanently incorporated into the project required by individual Technical Specifications using the Submittal Form (Appendix E) as a coversheet. Types of submittals are indicated in individual Technical Specification sections and may include, but not limited to the following:
- B. Product data: Collect information into a single submittal for each element of construction and type of product or equipment.
- C. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as shop drawings, not as product data.
- D. Mark each copy of each submittal to show which products and options are applicable.
- E. Include the following information, as applicable:
 - 1. Manufacturer's catalog cuts.
 - 2. Manufacturer's product specifications.
 - 3. Standard color charts.
 - 4. Statement of compliance with specified referenced standards.
 - 5. Testing by recognized testing agency.
 - 6. Application of testing agency labels and seals.
 - 7. Notation of coordination requirements.
 - 8. Availability and delivery time information.
 - 9. Certificate of Material Origin WSDOT Form 350-109 (Required for Acceptance of Steel Materials)
 - 10. Mill Certifications, Test results, Fabrication Approval, Certificates of Compliance
 - 11. Submit product data before or concurrent with samples.
- F. Shop Drawings: Prepare project-specific information, drawn accurately to scale. Do not base shop drawings on reproductions of the Contract Drawings or standard printed data.
- G. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - 1. Identification of products.
 - 2. Schedules.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
 - 6. Relationship and attachment to adjoining construction clearly indicated.
 - 7. Seal and signature of professional engineer if required.
- H. Sheet Size (when hard copies required): Except for templates, patterns, and similar full-size drawings, submit shop drawings on sheets at least 8-1/2 by 11 inches, but no larger than 22 by 34 inches.

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 33 00 – Submittal Procedures

- I. Samples: Submit samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- J. Transmit samples that contain multiple, related components such as accessories together in one submittal package.
- K. Identification: Attach label on unexposed side of samples that includes the following:
 - 1. Generic description of sample.
 - 2. Product name and name of manufacturer.
 - 3. Sample source.
 - 4. Number and title of applicable Technical Specification section.
 - 5. Technical Specification paragraph number and generic name of each item.
- L. Disposition: Maintain sets of approved samples at project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- M. Samples that may be incorporated into the work are indicated in individual Technical Specification sections. Such samples must be in an undamaged condition at time of use.
- N. Samples not incorporated into the work, or otherwise designated as Contracting Agency's property, are the property of Contractor.
- O. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
- P. Contractor's Construction Schedule: Comply with requirements specified in the Specific Requirements and Section 00 72 00 – General Conditions.
- Q. Test and inspection reports and schedule of tests and inspections submittals.
- R. Pre-work Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- S. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- T. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Include a detailed description of the differing conditions, together with recommendations for correcting the differing conditions. All Change Order requests must be submitted in accordance with the Contract Documents.
- U. Closeout Submittals: Project Record Drawings, and maintenance material submittals.
- V. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- W. Manufacturer, product, and material certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer, its products, and/or its materials comply with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- X. Material test reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 33 00 – Submittal Procedures

- Y. Product test reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- Z. Material origin certificates: In the case of steel materials, submit WSDOT Form 350-109 Certificate of Material Origin to demonstrate compliance with Contract Documents.

2.02 COMPLIANCE

- A. In the absence of an approved submittal that meets the requirements of this section, the Contractor shall furnish the exact materials specified or materials selected by the Contracting Agency's Representative based on the Contract Drawings.

2.03 WORKING DRAWINGS

- A. The Contracting Agency will not accept Working Drawings that prohibit the Contracting Agency from making sepias or copies for its own use.
- B. Quality: Working Drawings shall be prepared accurately to scale sufficiently large to indicate all pertinent features of the products and the method of fabrication, connection, erection, or assembly with respect to the work.
- C. All Drawings submitted to the Contracting Agency's Representative for this approval shall be drawn on sheets in 11-inch by 17-inch format or sheets that are multiples of 8-1/2 inches by 11 inches. Upon the Contracting Agency's Representative's specific request, the Contractor shall furnish copies of any drawing on sheets having the dimensions 22 inches wide by 34 inches long in overall dimensions. All text shall be legible with a font size 8 points or larger when printed on 11x17-inch paper.
- D. Type of Prints Required:
 - 1. Whenever possible, the Contractor shall transit all submittals in portable document format (PDF).
 - 2. If PDF format is not feasible, the Contractor shall submit six prints or copies of all Shop Drawings or supplemental Working Drawings in accordance with the General Conditions.
- E. Distribution: The Contracting Agency will review any Drawings provided by the Contractor, mark with appropriate notations, prepare the required number of prints for its use, and return marked copies to the Contractor. The Contractor may then order, at the Contractor's expense, as many additional copies as required for Contractor's work.

2.04 PRODUCT DATA

- A. The Contractor shall submit product data in PDF format.
- B. Catalog cuts or brochures shall show the type, size, ratings, style, color, manufacturer, and catalog number of each item and be complete enough to provide for positive and rapid identification in the field. General catalogs will be accepted when products are highlighted or marked to make distinct specific product being provided. Partial lists will not be accepted.

2.05 SAMPLES

- A. The sample submitted shall be the exact or precise article proposed to be furnished.
- B. Samples, color chips, finish styles, etc., shall be submitted in sufficient number as to provide the Contracting Agency with alternate choices.

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 33 00 – Submittal Procedures

2.06 SUBSTITUTIONS

- A. The Contract is based on the materials, equipment, and methods described in the Contract Documents.
- B. The Contracting agency will consider proposals for substitutions of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Contracting agency to evaluate the proposed substitution.
- C. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this work by the Contracting Agency's Representative or Contracting agency.
- D. Requests for substitutions may be made after award. Such requests shall be accompanied by all technical data and costs, and delivery information. When, in the opinion of the Contracting agency, the product is equal, or better, in all respects to the product specified, it will be approved subject to Contract requirements and the Contractor's assumption of all responsibility therefore.
- E. After written approval, this submission shall become a part of the Contract, and may not be deviated from except upon written approval of the Contracting Agency.
- F. Catalog and product data for equipment approved by the Contracting agency does not in any case supersede the Contract Documents. The approval by the Contracting agency shall not relieve the Contractor from responsibility for deviations from the Plans, unless Contractor has in writing called the Contracting agency's attention to such deviations at the time of the submission, nor shall it relieve Contractor from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the product data with the Contract Documents for deviations and errors.
- G. It shall be the responsibility of the Contractor to ensure that items to be furnished fit the space available. Contractor shall make necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.
- H. Where equipment requiring different arrangement of connections from those shown as approved is used, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent on the Plans, and to make all changes in the work required by the different arrangement of connections together with any cost of redesign necessitated thereby, all at Contractor's expense.
- I. Where the phrase "or approved alternate" or "or equal" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved by the Contracting agency unless the item has specifically been approved for this Work by the Contracting agency.

PART 3 – EXECUTION

3.01 CONTRACTOR'S REVIEW

- A. Submittals: Review each submittal and check for coordination with other work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with submittal stamp before submitting to Contracting Agency.
- B. Submittal Stamp: Contractor shall stamp the cover page of each submittal with a uniform, approval stamp. Include project name and location, submittal number, Technical Specification section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 33 00 – Submittal Procedures

- C. All working drawings, brochures, and product data shall be submitted in Portable Document Format (PDF) generated by a PDF writer or scanned to PDF format.
- D. Samples shall be submitted using electronic means following a system selected by the Contracting Agency and discussed at the pre-construction conference.

3.02 CONTRACTING AGENCY'S ACTION

- A. The Contracting Agency's Representative will review each submittal, make marks to indicate corrections or revisions required, and return it. The Contracting Agency's Representative will forward each submittal to the Contractor.
- B. Partial submittals prepared for a portion of the work will be reviewed when use of partial submittals has received prior approval from Contracting Agency.
- C. Incomplete submittals are unacceptable, may be considered nonresponsive, and may be returned for resubmittal without review at the Contracting Agency discretion.
- D. Submittals not required by the Contract Documents may be returned by the Contracting Agency without action.
- E. Submittal Response: The Contracting Agency will note the submittal status when responding to a submittal as follows:
 - 1. Under Review.
 - 2. Approved: If the review indicates that the submittal appears to be in conformance with the Contract Documents, the submittal will be marked "APPROVED". The Contractor may begin implementing the work method or incorporating the material or equipment covered by the submittal.
 - 3. Approved As Noted: If the review indicates that the submittal is insufficient or that limited corrections are required, the submittal will be marked "APPROVED AS NOTED". The Contractor may begin implementing the work method or incorporating the material or equipment covered by the submittal, in accordance with the noted corrections. Where submittal information will be incorporated in operation and maintenance plan, a corrected copy shall be provided within 30 days, otherwise no further action will be required.
 - 4. Resubmit: If the review reveals that the submittal is substantially insufficient or contains incorrect data to an extent that requires revision and re-review by the Contracting Agency prior to proceeding with the associated work, the submittal will be marked "RESUBMIT" and returned to the Contractor. This indicates that the Contractor should not proceed with the relevant portion of work, at-risk or otherwise, until a revised submittal has been submitted, reviewed, and accepted by the Contracting Agency as either "APPROVED", or "APPROVED AS NOTED."
 - 5. Rejected. If the review reveals a proposed product which does not meet the specifications, the submittal will be marked "REJECTED" and returned to the Contractor. This indicates that the Contractor should not proceed with the relevant portion of work.
 - 6. N/A: If the review reveals that the submittal is not required by the Contract Documents, at the Contracting Agency's discretion it may be returned by the Contracting Agency without action marked "N/A" This does not constitute review of the submittal, and is only communicating that Contracting Agency review of this submittal is not required by the Contract Documents. It is the Contractor's responsibility to follow up with the Contracting Agency if the Contractor needs approval of information in a submittal that was marked "N/A."

END OF SECTION

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 41 00 – Regulatory Requirements

PART 1 – GENERAL

1.01 PERMITS, CODES AND REGULATIONS

- A. The following permits have been applied for, included in the Appendix, or are on file with Contracting Agency and are incorporated into the contract:
 - 1. City of Port Townsend Building Permit
 - 2. City of Port Townsend Flood Development Permit
 - 3. City of Port Townsend Historic Preservation Committee Approval
 - 4. City of Port Townsend Shoreline Substantial Development Permit Exemption
- B. The Contractor must obtain and pay fees for licenses, permits, permit inspections, and approvals required by laws, ordinances, and rules of appropriate governing or approving agencies necessary for proper completion of Work (other than those listed under item 1.1A. above and Special Inspections called for by the International Building Code). The following permits must be obtained by the Contractor:
 - 1. Notice of Construction (ORCAA)
- C. Conform with the requirements of listed permits and additional or other applicable permits, codes, and regulations as may govern Work.
- D. Conform with current applicable codes, regulations and standards, which is the minimum standard of quality for material and workmanship. Provide labor, materials, and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in the Drawings or specifications. Be familiar with applicable codes and standards prior to bidding.
- E. Process through the Contracting Agency's Representative, requests to extend, modify, revise, or renew any of the permits (listed in 1.1A above). Furnish requests in writing and include a narrative description and adequate Drawings to clearly describe and depict proposed action. Do not contact regulatory agency with requests for permit extensions, modifications, revisions, or renewals without the prior written consent of the Contracting Agency's Representative.

1.02 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS

- A. Nothing in the drawings and specifications permits Work not conforming to codes, permits or regulations. Promptly submit written notice to the Contracting Agency's Representative of observed variations or discrepancies between the Contract documents and governing codes and regulations.
- B. Appropriate modifications to the Contract documents will be made by Change Order to incorporate changes to Work resulting from code and/or regulatory requirements. Contractor assumes responsibility for Work contrary to such requirements if Work proceeds without notice.
- C. Contractor is not relieved from complying with requirements of Contract Documents which may exceed, but not conflict with requirements of governing codes.

1.03 COORDINATION WITH REGULATORY AGENCIES

- A. Coordinate with the Contracting Agency on all communication with the regulatory agencies.
- B. Provide advance notification for proper regulatory agency notice, of Project schedule and schedule revisions throughout Project duration, in order to allow scheduling of inspection visits at proper stages of Work completion.
- C. Regulation coordination is in addition to inspections conducted by the Contracting Agency's Representative. Notify the Contracting Agency's Representative of scheduled inspections involving outside regulating officials, to allow Contracting Agency's Representative to be present for inspections.

DIVISION 01 – GENERAL REQUIREMENTS
Section 01 41 00 – Regulatory Requirements

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 50 00 – Construction Facilities and Temporary Controls

PART 1 - GENERAL

1.01 TEMPORARY LAYDOWN AND STAGING AREA

- A. The Contractor, prior to mobilization, shall submit to the Contracting Agency for approval, a Site Plan showing the proposed location(s) and layout(s) of the laydown and staging areas including sanitation facilities, fencing, and contractor offices, as applicable.

1.02 TEMPORARY CONSTRUCTION

- A. The Contractor is solely and exclusively responsible for;
 - 1. The designs, construction and maintenance of all temporary construction means and methods including but not limited to traffic control, forms, falsework, shoring, scaffolding, stairs, ladders, dewatering, bypass pumping, pipe plugs, testing appurtenances, surfacing, paving and all other similar items not permanently incorporated into the Work.
 - 2. Providing temporary barriers, overhead protection, guardrails, ladders, stairs, guards, and barricades to protect persons in accordance with applicable regulations
 - 3. Providing temporary fencing to secure the site, including but not limited to laydown and staging areas.
 - 4. Provide temporary weather protection for portions of roofing not completed at the end of a workday to protect the substructure, underlayment and insulation. Temporary protection shall be placed such a safe manner and to the extent necessary to protect uncompleted work.

1.03 TEMPORARY TRAFFIC REGULATION

- A. The Contractor must;
 - 1. Provide temporary barricades, barricade lights, lights, flaggers and other means to safely control pedestrian and vehicular traffic entering and leaving the project site and on the project site all in accordance with the Manual of Uniform Traffic Control Devices.
 - 2. Conduct operations to offer the least possible obstruction and inconvenience to RV Park and Marina operations and public pedestrian and vehicular traffic.
 - 3. Maintain a pedestrian and vehicular travel way during Work.
 - 4. Do not overload or damage paved or improved surfaces, sidewalks, curbs or gutters.
 - 5. Park construction personnel vehicles designated parking areas or in the construction staging area(s)/laydown yard.
 - 6. Park equipment and vehicles in manner at the end of the work shift in a manner does not create a hazard to the public.
- B. The Contractor, prior to mobilization, shall submit to the Engineer for approval, Temporary Traffic Control plans showing the method of handling traffic during performance of the Work. The Contracting Agency may request the Contractor submit supplemental or revised Traffic Control Plans during the performance of the Work.

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 50 00 – Construction Facilities and Temporary Controls

1.04 TEMPORARY UTILITIES

- A. Sanitary Facilities: Portable sanitary facilities are located south of the Hospital Building on Hudson Street. Contractor shall not use indoor sanitary facilities located in buildings.
- B. Temporary Water, Power
 - 1. Potable Water: Connect to existing water service and provide backflow prevention devices. Install a meter and reimburse the Contracting Agency for the cost of water used.
 - 2. Construction Water: Connect to existing fire hydrants and obtain a hydrant meter with backflow prevention from the City of Port Townsend.
 - 3. Power: Connect to the existing electrical service with a service disconnect switch. Provide overcurrent and ground fault protection. Provide a meter and reimburse Contracting Agency for the cost of energy used.
- C. Dissipation of Hazardous Fumes Prior to Completion and Occupancy by Contracting Agency: Provide high-capacity fans and heaters or use existing OR new equipment to provide 100% fresh air at elevated temperatures OR 90°F for several days to dissipate hazardous fumes from new construction materials such as paint, adhesives, carpet and wall coverings.
- D. Temporary Lighting: Provide and maintain lighting for construction operations when necessary to achieve a lighting level to complete the Work.
- E. Temporary Fire Protection:
 - 1. Provide and maintain fire protection equipment, including extinguishers, fire hoses, and other equipment required by law or insurance carriers, or as necessary for proper fire protection during the Work.
 - 2. Use fire protection equipment only for fighting fires.
 - 3. Locate fire extinguishers in field offices, storage sheds, tool houses, temporary buildings, and throughout the construction site.
 - 4. Comply with the 2021 International Fire Code as amended by WAC 51-54A

1.05 PROTECTION OF TREES

- A. The Contractor must;
 - 1. Remove only those trees designated on the Drawings or by the Engineer in the field for removal. Protect all other trees on the site.
 - 2. Protect all trees to remain on the site from damage. Do not cut roots larger than 2 inches in diameter during excavating or trenching operations.
 - 3. Do not attach ropes, cables, guys or braces to trees designated to be preserved.
 - 4. Do not trim any trees without the Engineer's authorization.

1.06 PROTECTION OF INSTALLED WORK

- A. The Contractor is solely and exclusively responsible for;
 - 1. Providing temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 50 00 – Construction Facilities and Temporary Controls

2. Protecting finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by covering surfaces with non-staining heavy-duty reinforced moisture-resistant Kraft building paper with joints continuously taped with waterproof tape OR ½ inch-thick CDX plywood with all joints continuously taped with 2 inch-wide duct tape.
3. Prohibiting traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is unavoidable, provide adequate protection to prevent damage to waterproof membranes and comply with recommendations for protection of the waterproofing or roofing material manufacturer.
4. Providing heavy planking to protect curbs, gutters, culverts, paving and similar surfaces from damage by heavy equipment or vehicles.

1.07 TEMPORARY CONTROLS

A. The Contractor is solely and exclusively responsible for;

1. Cleaning:
 1. During Construction: Maintain the site and all work in a clean orderly fashion free of waste debris and rubbish. Store debris in covered containers. Pick up and remove debris daily if required, but not less frequently than weekly. Burning debris on site is not permitted. Remove debris from permanently closed spaces prior to enclosing them. Clean mud from vehicles before leaving the site.
 2. If work under this Contract creates dusty, dirty or unsightly conditions in adjacent areas, the Contractor shall immediately cleanup the affected areas.
 3. Final cleanup is specified in Section 01 77 00.
2. Dust Control: Employ measures to prevent the creation of dust which may produce damage or nuisance to property or persons. Be responsible for all damage resulting from dust produced by construction operations. Periodically wet down unpaved areas where vehicles are operated. See Division 31 Earthwork specification sections.
3. Erosion and Sediment Control: Employ measures to prevent erosion and trap any sediment created by construction operations before it leaves the site. Prevent sediment from entering stormwater systems, streams or other water bodies. Grade any areas damaged by construction or by erosion and hydroseed with grass.
4. Noise Control: Comply with regulations limiting construction noise levels. Prevent noise disturbance to the public and adjacent property owners.
5. Pest and Rodent Control: Avoid creating conditions conducive to pests and rodents. Comply with regulations governing the use of chemicals to control pests and rodents.
6. Water Control: Maintain excavations free of water. Grade site to drain. OR Protect site from puddling or running water. See Division 31 Earthwork specification sections.

DIVISION 01 – GENERAL REQUIREMENTS
Section 01 74 00 – Cleaning and Waste Management

SECTION 01 74 00 - CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- Daily and final cleaning of the work site during construction.
- Collection, segregation, recycling, and disposal of construction waste.
- Management of hazardous and regulated waste materials.

B. Related Sections:

- Section 01 33 00 - Submittal Procedures.
- Section 02 82 13 - Asbestos Transite Roof Tile Abatement (if applicable).
- Section 07 41 13 - Metal Roof Panels

1.2 REFERENCES

A. Regulatory Requirements:

- Olympic Region Clean Air Agency (ORCAA), Regulations
- Environmental Protection Agency (EPA) 40 CFR Part 261 - Identification and Listing of Hazardous Waste.
- Occupational Safety and Health Administration (OSHA) 29 CFR 1926 - Safety and Health Regulations for Construction.
- U.S. Department of Transportation (DOT) 49 CFR Parts 171-180 - Hazardous Materials Regulations.

B. Standards:

- ASTM E1609 - Standard Guide for Development and Implementation of a Pollution Prevention Program.

1.3 SUBMITTALS

A. Waste Management Plan: Submit plan prior to start of construction, including:

- Types and estimated quantities of waste materials.
- Procedures for sorting, recycling, and disposal.
- Identification of licensed recycling facilities and disposal sites.
- Handling and disposal procedures for hazardous or regulated waste.

B. Progress Reports: Submit monthly reports documenting:

- Quantities of waste generated, recycled, and disposed.
- Receipts or manifests from recycling and disposal facilities.

C. Closeout Submittals: Submit final waste management report, including:

- Total waste quantities by type and disposition (recycled, reused, landfilled).
- Hazardous waste manifests and disposal records.
- Certification of compliance with waste management plan.

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 74 00 – Cleaning and Waste Management

1.4 QUALITY ASSURANCE

A. Waste Management Coordinator: Designate a qualified individual responsible for implementing and monitoring the waste management plan.

B. Regulatory Compliance: Comply with federal, state, and local regulations for handling, transportation, and disposal of construction waste, including hazardous materials.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store waste materials in designated areas, segregated by type (e.g., recyclable, non-recyclable, hazardous).

B. Use clearly labeled containers or bins to prevent cross-contamination of recyclable and non-recyclable materials.

C. Protect stored waste from weather, vandalism, and unauthorized access.

1.6 PROJECT CONDITIONS

A. Environmental Requirements: Conduct cleaning and waste handling to minimize dust, odors, and environmental impact.

B. Site Access: Maintain clear access to work areas, exits, and emergency routes during cleaning and waste removal.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents:

- Non-toxic, biodegradable cleaners suitable for intended surfaces.
- Comply with EPA Safer Choice standards or equivalent.

B. Waste Containers:

- Leak-proof, durable bins or dumpsters for general, recyclable, and hazardous waste.
- Labeled with waste type and disposal instructions.
- For hazardous waste (e.g., asbestos), use EPA- and DOT-approved containers.

C. Protective Coverings: Polyethylene sheeting, tarps, or other materials to protect surfaces during cleaning and waste handling.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Assess site conditions to identify waste types, storage areas, and access routes for waste removal.

B. Verify compliance of waste handling procedures with regulatory requirements before starting work.

3.2 DAILY CLEANING

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 74 00 – Cleaning and Waste Management

A. General:

- Remove debris, dust, and waste materials from work areas at the end of each workday.
- Sweep or vacuum floors and surfaces to prevent accumulation of dirt.
- Keep walkways, stairs, and exits clear of obstructions.

B. Dust Control:

- Use wet methods or HEPA-filtered vacuums to minimize airborne dust.
- Cover or seal HVAC vents to prevent contamination during cleaning.

C. Spill Management: Immediately clean up spills of liquids or hazardous materials using appropriate containment and absorbent materials.

3.3 WASTE MANAGEMENT

A. Waste Segregation:

- Sort waste at the source into recyclable (e.g., metal, wood, concrete), reusable, non-recyclable, and hazardous categories.
- Place waste in designated containers to prevent mixing.

B. Recycling and Reuse:

- Salvage materials (e.g., metal, lumber) for reuse on-site or off-site where feasible as directed by the Contracting Agency.
- Transport recyclable materials to licensed recycling facilities.
- Maintain records of recycled materials, including weight or volume.

C. Hazardous Waste:

- Handle hazardous materials (e.g., asbestos, lead-containing materials) per Section 02 82 13 and applicable regulations.
- Package in leak-tight, labeled containers per EPA and DOT requirements.
- Transport to EPA-approved disposal facilities using licensed haulers.
- Submit waste shipment records and manifests to Contracting Agency.

D. Non-Hazardous Waste: Dispose of non-recyclable waste at licensed landfills, complying with local regulations.

3.4 FINAL CLEANING

A. Perform final cleaning prior to substantial completion, including:

- Remove all construction debris, tools, and temporary materials.
- Clean exterior surfaces, including roofing.

B. Inspect site with Contracting Agency's representative to confirm cleanliness and compliance with contract requirements.

3.5 PROTECTION

A. Protect finished surfaces and installed work during cleaning and waste removal to prevent damage.

DIVISION 01 – GENERAL REQUIREMENTS
Section 01 74 00 – Cleaning and Waste Management

B. Cover or barricade areas to restrict access during hazardous and non-hazardous waste handling.

3.6 FIELD QUALITY CONTROL

A. Conduct regular inspections to verify compliance with waste management plan and cleanliness standards.

B. Correct deficiencies promptly and document corrective actions.

END OF SECTION

Point Hudson Reroof and Asbestos Abatement Project

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SECTION 02 40 00 – DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: The extent and location of the “demolition” work is indicated on the Drawings. The work includes the requirements for the removal, wholly or in part, and satisfactory disposal of existing asphalt composition shingles, asbestos transite roof tile, standing seam metal roofing, underlayment, flashing and other materials as shown in the Drawings, necessary for installation of the new roofing system, or stated within these specifications as designated to be removed. Information regarding existing materials and features shown in the drawings are for guidance only and is to indicate the general composition of items and materials and is not to be construed as definitive or adequate to supplant actual on-site inspection by the Contractor.

B. Related Sections:

- Section 01 33 00 - Submittal Procedures
- Section 01 50 00 – Construction Facilities - Temporary
- Section 01 74 00 – Cleaning and Waste Management
- Section 02 40 00 – Demolition
- Section 02 82 13 - Asbestos Transite Roof Tile Abatement
- Section 06 10 00 – Rough Carpentry
- Section 07 41 13 - Metal Roof Panels
- Section 07 41 16 – Copper Roof Preservation System

1.2 PROJECT DESCRIPTION

A. Definitions:

1. Demolition: Demolition is the process of tearing apart and removing any feature of a facility together with any related handling and disposal operations.
2. Demolition Plan: Demolition Plan is the planned steps and processes for managing demolition activities and identifying the required sequencing activities and disposal mechanisms.

B. Demolition Plan: Prepare a Demolition Plan and submit proposed demolition and removal procedures for approval before work is started. Include the following in the demolition plan. Provide procedures for safe conduct of the work. Plan must be approved by the Contracting Agency prior to demolition beginning.

1. Plan for worker safety
2. Protection of the public.
3. Work sequence
4. Disposal Procedures
5. Protection of the environment

C. General Requirements

1. Do not begin demolition until authorization is received from the Contracting Agency.
2. Remove rubbish and debris from the project site; do not allow accumulations on the property.
3. Perform the work in accordance with Demolition, and other applicable Sections.

1.3 ITEMS TO REMAIN IN PLACE

A. Protect existing vegetation, roads, walkways, buildings, utilities and improvements:

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B. Utility Service: Maintain existing utilities to stay in service and protect against damage during demolition and deconstruction operations.

1.4 BURNING

A. The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.5 SUBMITTALS

A. Preconstruction Submittals

1. Demolition Plan

1.6 QUALITY ASSURANCE

A. Comply with federal, state and local hauling and disposal regulations. Use of explosives will not be permitted.

B. Dust and Debris Control: Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions, such as but not limited to flooding or pollution. Sweep and pick up the work area daily.

1.7 PROTECTION

A. Traffic Control Signs: Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Anchor barricades in a manner to prevent displacement by wind.

B. Protection of Personnel: Before, during and after the demolition work, continuously evaluate the condition of the site-specific features being demolished and take immediate action to protect all personnel working in and around the project site.

1.8 EXISTING CONDITIONS

A. Before beginning any demolition, survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall visit the site to become familiar with the quantity and character of materials to be demolished. The Contractor agrees that the premises were made available prior to deadline for submission of bids for whatever inspections the Contractor deemed appropriate. The Contractor assumes full responsibility for the proper disposal of demolition materials.

PART 2 – PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 EXISTING ITEMS TO BE REMOVED

- A. Standing seam metal roofing as shown on the Drawings.
- B. Asphalt Composition Shingle and Asbestos Transite Roof Tile roofing as shown on the Drawings.
- C. Flashing, underlayment, and roof nails (or set).
- D. Other items necessary for installation of the new roofing system.

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- E. Note: Roof Gutters and Downspouts will be removed prior to issuance of the Notice to Proceed by the Contracting Agency.

3.2 CLEANUP

- A. Remove and transport rubbish and debris in a manner that prevents spillage on streets and adjacent areas. Apply local regulations regarding hauling and disposal.

3.3 DISPOSAL OF REMOVED MATERIALS

- A. Remove and dispose of debris, rubbish, scrap and other materials resulting from removal operations with all applicable federal, state, and local regulations. Storage of removed materials on the project site is prohibited. Dispose of non-recyclable waste at licensed landfills, complying with local regulations.

END OF SECTION

Point Hudson Reroof and Asbestos Abatement Project

Technical Specifications (Div 02-07)

SECTION 02 82 13 - ASBESTOS TRANSITE ROOF TILE ABATEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. This specification includes provisions for abatement of asbestos-containing roof tiles. A test report of roofing material is provided in the Appendices and is deemed to be representative of approximately 28,500 square feet of roofing material existent on seven buildings in Point Hudson. The material is non-friable in nature. Handling, worker protection, delivery, storage, materials and equipment are inclusive of all types of asbestos abatement work and some specification provisions may not apply to this contract. Contractor is to follow ORCAA rules for the materials scheduled for removal, handling and disposal.

B. Section Includes:

- Removal, handling, and disposal of asbestos-containing transite roof tiles and underlayment.
- Decontamination procedures and worker protection, if required by ORCAA, OSHA and WISHA rules.
- Compliance with federal, state, and local regulations for asbestos abatement.

C. Related Sections:

- Section 01 33 00 - Submittal Procedures
- Section 01 50 00 – Construction Facilities - Temporary
- Section 01 74 00 – Cleaning and Waste Management
- Section 02 40 00 – Demolition
- Section 06 10 00 – Rough Carpentry
- Section 07 41 13 - Metal Roof Panels
- Section 07 41 16 – Copper Roof Preservation System
- Section 07 62 00 – Sheet Metal Flashing and Trim
- Section 07 72 00 – Roofing Accessories
- Section 07 92 00 – Joint Sealants

1.2 REFERENCES

A. Regulatory Requirements:

- Rule 6.3, Asbestos, Olympic Region Clean Air Agency (ORCAA)
- Washington State Administrative Code (WAC) 296-62-077, Part I-1, Asbestos, tremolite, anthophyllite, and actinolite
- Washington State Administrative Code (WAC) 296-65, Safety Standards for Asbestos Removal and Encapsulation
- Occupational Safety and Health Administration (OSHA) 29 CFR 1926.1101 - Asbestos.
- Environmental Protection Agency (EPA) 40 CFR 763, Subpart E, Appendix C, Training and Certification for Abatement Workers.
- Environmental Protection Agency (EPA) 40 CFR Part 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP).

B. Standards:

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- ASTM E1368 - Standard Practice for Visual Inspection of Asbestos Abatement Projects.
- ASTM E2356 - Standard Practice for Comprehensive Building Asbestos Surveys.

1.3 SUBMITTALS

A. Abatement Plan: Submit detailed plan including:

- Work procedures, sequence, and schedule.
- Worker training certifications
- Waste handling, transportation, and disposal procedures.
- Emergency procedures for spills or exposures.

B. Notifications: Submit proof of notification to the Olympic Region Clean Air Agency (ORCAA) per ORCAA Rule 6.3.4 unless requirement is waived by ORCAA, a minimum fourteen (14) days prior to abatement, to the Contracting Agency.

C. Closeout Submittals:

- Waste shipment records and disposal manifests.
- Air monitoring results and clearance documentation, if required.
- Certificate of completion from abatement subcontractor.

1.4 QUALITY ASSURANCE

A. Subcontractor Qualifications:

- Licensed and certified for asbestos abatement in Washington State.
- Minimum 5 years' experience in asbestos transite roofing abatement.

B. Worker Qualifications: Workers shall be trained and certified in accordance with the standards established by the Washington State Department of Labor and Industries and whose certificate is current.

C. Regulatory Compliance: Comply with ORCAA, WISHA/OSHA, EPA, and state/local regulations for asbestos handling, worker protection, and waste disposal.

D. Air Monitoring: Engage a qualified third-party industrial hygienist to conduct air monitoring before, during, and after abatement, if required by ORCAA rules. .

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store asbestos-containing materials in sealed, labeled containers in a secured area to prevent unauthorized access.

B. Handle materials to minimize breakage and dust generation.

C. Asbestos abatement subcontractor shall be a Washington State certified asbestos contractor.

D. Asbestos-containing materials shall be disposed of at an authorized landfill. Waste disposal records shall be maintained and submitted to the Contracting Agency.

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Technical Specifications (Div 02-07)

1.6 PROJECT CONDITIONS

A. Environmental Requirements:

- Conduct abatement during dry weather conditions to prevent water infiltration.

B. Scheduling: Coordinate with Contracting Agency to minimize disruption to building operations.

1.7 WORKER PROTECTION

A. Provide personal protective equipment (PPE) per WAC 296-62-077 and OSHA 29 CFR 1926.1101

B. Conduct worker training and medical surveillance per ORCAA, WAC and OSHA requirements.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Wetting Agents: EPA-approved surfactants for asbestos fiber control.

B. Encapsulants: Penetrating or bridging encapsulants compliant with ASTM E1494 for sealing residual fibers, if required.

C. Waste Containers: Leak-tight, labeled containers per EPA and DOT regulations for asbestos waste.

2.2 EQUIPMENT

A. HEPA Vacuums: Wet/dry vacuums with HEPA filtration for cleanup, if fibers are present.

B. Scaffolding and Fall Protection: OSHA/WISHA-compliant systems for safe roof access.

C. Decontamination Unit: Portable unit with clean room, shower, and equipment room for worker decontamination, if required by ORCAA rules. .

PART 3 - EXECUTION

3.1 PREPARATION

A. Notifications: Submit required notifications to regulatory agencies at least 10 days prior to work.

B. Work Area Setup:

- Establish regulated work area with warning signs and restricted access.
- Install critical barriers (polyethylene sheeting) to seal openings (e.g., vents, skylights).
- Set up decontamination unit adjacent to work area, if required by ORCAA permitting. .
- Pre-clean work area with wet wiping.

C. Air Monitoring: Conduct baseline air sampling prior to abatement, if required by ORCAA rules and/or permitting.

3.2 ABATEMENT PROCEDURES

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A. Wetting: Thoroughly wet transite tiles with amended water (water with surfactant) to minimize fiber release.

B. Removal:

- Remove transite tiles intact where possible to minimize breakage.
- Use hand tools or low-speed power tools with dust suppression.
- Place removed tiles directly into labeled, leak-tight containers.

C. Encapsulation: Apply encapsulant to exposed surfaces if residual fibers are present, per manufacturer's instructions.

D. Cleanup:

- Wet wipe all surfaces in the work area.
- Remove and dispose of containment materials as asbestos waste.

3.3 AIR MONITORING AND CLEARANCE

A. Conduct continuous air monitoring during abatement per ORCAA rules and/or permitting, WISHA/OSHA and EPA requirements.

B. Perform final clearance air sampling using aggressive sampling methods (e.g., leaf blowers) per ASTM E1368, if required.

C. Achieve clearance levels of less than 0.01 fibers per cubic centimeter (f/cc) via Phase Contrast Microscopy (PCM) or 70 structures per square millimeter via Transmission Electron Microscopy (TEM), if required.

3.4 WASTE DISPOSAL

A. Package asbestos waste in leak-tight, labeled containers per EPA and DOT regulations.

B. Transport waste to an EPA-approved landfill using a licensed hauler.

C. Submit waste shipment records and disposal manifests to Contracting Agency.

3.5 FINAL INSPECTION

A. Conduct visual inspection with Contracting Agency's representative to confirm removal of all asbestos-containing materials.

END OF SECTION

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SECTION 06 10 00

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. This section specifies wood blocking, framing, sheathing, furring, nailers, sub-flooring, rough hardware, and light wood construction.

1.2 RELATED WORK:

- A. Milled woodwork: Section 06 20 00, FINISH CARPENTRY.
- B. Gypsum sheathing: Section 09 29 00, GYPSUM BOARD.
- C. Cement board sheathing: Section 06 16 63, CEMENTITIOUS SHEATHING.

1.3 SUBMITTALS:

- A. Submit in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.
- B. Shop Drawings showing framing connection details, fasteners, connections and dimensions.
- C. Manufacturer's Literature and Data:
 - 1. Submit data for lumber, panels, hardware and adhesives.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Protect lumber and other products from dampness both during and after delivery at site.
- B. Pile lumber in stacks in such manner as to provide air circulation around surfaces of each piece.
- C. Stack plywood and other board products so as to prevent warping.
- D. Locate stacks on well drained areas, supported at least 152 mm (6 inches) above grade and cover with well-ventilated sheds having firmly constructed over hanging roof with sufficient end wall to protect lumber from driving rain.

1.5 QUALITY ASSURANCE:

- A. Installer: A firm with a minimum of three (3) years' experience in the type of work required by this section.

1.6 GRADING AND MARKINGS:

- A. Any unmarked lumber or plywood panel for its grade and species will not be allowed on site for lumber and material.

1.7 APPLICABLE PUBLICATIONS:

- A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in the text by basic designation only.
- B. American Forest and Paper Association (AFPA):

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- NDS-15 National Design Specification for Wood Construction
WCD1-01 Details for Conventional Wood Frame Construction
- C. American Institute of Timber Construction (AITC):
A190.1-07 Structural Glued Laminated Timber
- D. American Society of Mechanical Engineers (ASME):
B18.2.1-12(R2013) Square and Hex Bolts and Screws
B18.2.2-10 Square and Hex Nuts
B18.6.1-81(R2008) Wood Screws
- E. American Plywood Association (APA):
E30-11 Engineered Wood Construction Guide
- F. ASTM International (ASTM):
A653/A653M-13 Steel Sheet Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated
(Galvannealed) by the Hot Dip Process
C954-11 Steel Drill Screws for the Application of Gypsum Board or Metal Plaster
Bases to Steel Studs from 0.033 inch (2.24 mm) to 0.112-inch (2.84 mm)
in thickness
C1002-14 Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel
Products or Metal Plaster Bases to Wood Studs or Metal Studs
D198-14 Test Methods of Static Tests of Lumber in Structural Sizes
D2344/D2344M-13 Test Method for Short-Beam Strength of Polymer Matrix Composite
Materials and Their Laminates
D2559-12a Adhesives for Structural Laminated Wood Products for Use Under
Exterior (Wet Use) Exposure Conditions
D3498-03(R2011) Adhesives for Field-Gluing Plywood to Lumber Framing for Floor
Systems
D6108-13 Test Method for Compressive Properties of Plastic Lumber and Shapes
D6109-13 Test Methods for Flexural Properties of Unreinforced and Reinforced
Plastic Lumber and Related Products
D6111-13a Test Method for Bulk Density and Specific Gravity of Plastic Lumber and
Shapes by Displacement
D6112-13 Test Methods for Compressive and Flexural Creep and Creep-Rupture of
Plastic Lumber and Shapes
F844-07a(R2013) Washers, Steel, Plain (Flat) Unhardened for General Use
F1667-13 Nails, Spikes, and Staples
- G. American Wood Protection Association (AWPA):
AWPA Book of Standards

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H. Commercial Item Description (CID):

A-A-55615..... Shield, Expansion (Wood Screw and Lag Bolt Self Threading Anchors)

I. Forest Stewardship Council (FSC):

FSC-STD-01-001(Ver. 4-0)FSC Principles and Criteria for Forest Stewardship

K. Environmental Protection Agency (EPA):

40 CFR 59(2014)..... National Volatile Organic Compound Emission Standards for Consumer and Commercial Products

L. Truss Plate Institute (TPI):

TPI-85 Metal Plate Connected Wood Trusses

M. U.S. Department of Commerce Product Standard (PS)

PS 1-95 Construction and Industrial Plywood

PS 20-10 American Softwood Lumber Standard

N. ICC Evaluation Service (ICC ES):

AC09 Quality Control of Wood Shakes and Shingles

AC174 Deck Board Span Ratings and Guardrail Systems (Guards and Handrails)

PART 2 - PRODUCTS

2.1 LUMBER:

- A. Unless otherwise specified, each piece of lumber must bear grade mark, stamp, or other identifying marks indicating grades of material, and rules or standards under which produced.
 - 1. Identifying marks are to be in accordance with rule or standard under which material is produced, including requirements for qualifications and authority of the inspection organization, usage of authorized identification, and information included in the identification.
 - 2. Inspection agency for lumber approved by the Board of Review, American Lumber Standards Committee, to grade species used.
- B. Structural Members: Species and grade as listed in the AFPA NDS having design stresses as shown.
- C. Lumber Other Than Structural:
 - 1. Unless otherwise specified, species graded under the grading rules of an inspection agency approved by Board of Review, American Lumber Standards Committee.
 - 2. Framing lumber: Minimum extreme fiber stress in bending of 7584 kPa (1100 PSI).
 - 3. Furring, blocking, nailers and similar items 101 mm (4 inches) and narrower Standard Grade; and, members 152 mm (6 inches) and wider, Number 2 Grade.
 - 4. Board Sub-flooring: Shiplap edge, 25 mm (1 inch) thick, not less than 203 mm (8 inches) wide.
- D. Sizes:
 - 1. Conforming to PS 20.

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2. Size references are nominal sizes, unless otherwise specified, actual sizes within manufacturing tolerances allowed by standard under which produced.

E. Moisture Content:

1. Maximum moisture content of wood products is to be as follows at the time of delivery to site.
 - a. Boards and lumber 50 mm (2 inches) and less in thickness: 19 percent or less.
 - b. Lumber over 50 mm (2 inches) thick: 25 percent or less.

F. Fire Retardant Treatment:

1. Comply with Mil Spec. MIL-L-19140.
2. Treatment and performance inspection, by an independent and qualified testing agency that establishes performance ratings.

G. Preservative Treatment:

1. Do not treat Heart Redwood and Western Red Cedar.
2. Treat wood members and plywood exposed to weather or in contact with plaster, masonry or concrete, including framing of open roofed structures; sills, sole plates, furring, and sleepers that are less than 610 mm (24 inches) from ground; nailers, edge strips, blocking, crickets, curbs, cant, vent strips and other members provided in connection with roofing and flashing materials.
3. Treat other members specified as preservative treated (PT).
4. Preservative treat by the pressure method complying with AWPA Book use category system standards U1 and T1, except any process involving the use of Chromated Copper Arsenate (CCA) or other agents classified as carcinogenic for pressure treating wood is not permitted.

2.2 PLYWOOD:

- A. Comply with PS 1.
- B. Bear the mark of a recognized association or independent inspection agency that maintains continuing control over quality of plywood which identifies compliance by veneer grade, group number, span rating where applicable, and glue type.
- C. Sheathing:
 1. APA rated Exposure 1 or Exterior; panel grade CDX or better.
 2. Roof sheathing:
 - a. Minimum 12 mm (15/32 inch) thick unless specified otherwise.
 - b. Minimum 16/0 span rating.

2.5 ROUGH HARDWARE AND ADHESIVES:

- A. Screws:
 1. Wood to Wood: ASME B18.6.1 or ASTM C1002.
 2. Wood to Steel: ASTM C954, or ASTM C1002.
- B. Nails:

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1. Size and type best suited for purpose unless noted otherwise. Provide aluminum-alloy nails, plated nails, or zinc-coated nails, for nailing wood work exposed to weather and on roof blocking.
 2. ASTM F1667:
 - a. Common: Type I, Style 10.
 - b. Concrete: Type I, Style 11.
 - c. Barbed: Type I, Style 26.d. Underlayment: Type I, Style 25.
 - e. Masonry: Type I, Style 27.
 - f. Provide special nails designed for use with ties, strap anchors, framing connectors, joists hangers, and similar items. Nails not less than 32 mm (1-1/4 inches) long, 8d and deformed or annular ring shank.
- C. Adhesives:
1. For field-gluing plywood to lumber framing floor or roof systems: ASTM D3498.
 2. For structural laminated Wood: ASTM D2559.

PART 3 - EXECUTION

3.1 INSTALLATION OF FRAMING AND MISCELLANEOUS WOOD MEMBERS:

- A. Conform to applicable requirements of the following:
1. Roofing Manufacturer's Installation Instructions
 2. AITC A190.1 Timber Construction Manual for heavy timber construction.
 3. AFPA WCD1 for nailing and framing unless specified otherwise.
 4. APA for installation of plywood or structural use panels.
 5. TPI for metal plate connected wood trusses.
- B. Fasteners:
1. Nails.
 - a. Nail in accordance with the Recommended Nailing Schedule as specified in AFPA WCD1 where detailed nailing requirements are not specified in nailing schedule. Select nail size and nail spacing sufficient to develop adequate strength for the connection without splitting the members.
 - b. Use special nails with framing connectors.
 - c. For sheathing and subflooring, select length of nails sufficient to extend 25 mm (1 inch) into supports.
 - d. Use 8d or larger nails for nailing through 25 mm (1 inch) thick lumber and for toe nailing 50 mm (2 inch) thick lumber.
 - e. Use 16d or larger nails for nailing through 50 mm (2 inch) thick lumber.
 - f. Select the size and number of nails in accordance with the Nailing Schedule except for special nails with framing anchors.
 - g. Nailing Schedule; Using Common Nails:

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- 1) Joist bearing on sill or girder, toe nail three (3) 8d nails or framing anchor.
 - 2) Bridging to joist, toe nail each end two (2) 8d nails.
 - 3) Ledger strip to beam or girder three (3) 16d nails under each joint.
 - 4) Subflooring or Sheathing:
 - a) 152 mm (6 inch) wide or less to each joist face nail two (2) 8d nails.
 - b) Subflooring, more than 152 mm (6 inches) wide, to each stud or joint, face nail three (3) 8d nails.
 - c) Plywood or structural use panel to each stud or joist face nail 8d, at supported edges 152 mm (6 inches) on center and at intermediate supports 254 mm (10 inches) on center. When gluing plywood to joint framing increase nail spacing to 305 mm (12 inches) at supported edges and 508 mm (20 inches) o.c. at intermediate supports.
 - 5) Sole plate to joist or blocking, through sub floor face nail 20d nails, 406 mm (16 inches) on center.
 - 6) Top plate to stud, end nail two (2) 16d nails.
 - 7) Stud to sole plate, toe nail or framing anchor. Four (4) 8d nails.
 - 8) Doubled studs, face nail 16d at 610 mm (24 inches) on center.
 - 9) Built-up corner studs 16d at 610 mm (24 inches) (24 inches) on center.
 - 10) Doubled top plates, face nails 16d at 406 mm (16 inches) on center.
 - 11) Top plates, laps, and intersections, face nail two (2) 16d.
 - 12) Continuous header, two pieces 16d at 406 mm (16 inches) on center along each edge.
 - 13) Ceiling joists to plate, toenail three (3) 8d or framing anchor.
 - 14) Continuous header to stud, four (4) 16d.
 - 15) Ceiling joists, laps over partitions, face nail three (3) 16d or framing anchor.
 - 16) Ceiling joists, to parallel rafters, face nail three (3) 16d.
 - 17) Rafter to plate, toe nail three (3) 8d or framing anchor. Brace 25 mm (1 inch) thick board to each stud and plate, face nail three (3) 8d.
 - 18) Built-up girders and beams 20d at 812 mm (32 inches) on center along each edge.
2. Bolts:
- a. Fit bolt heads and nuts bearing on wood with washers.
 - b. Countersink bolt heads flush with the surface of nailers.
 - c. Embed in concrete and solid masonry or provide expansion bolts. Special bolts or screws designed for anchor to solid masonry or concrete in drilled holes may be used.
 - d. Provide toggle bolts to hollow masonry or sheet metal.
 - e. Provide bolts to steel over 2.84 mm (0.112 inch, 11 gage) in thickness. Secure wood nailers to vertical structural steel members with bolts, placed one at ends of nailer and 610 mm (24 inch) intervals between end bolts. Provide clips to beam flanges.

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3. Drill Screws to steel less than 2.84 mm (0.112 inch) thick.
 - a. ASTM C1002 for steel less than 0.84 mm (0.033 inch) thick.
 - b. ASTM C954 for steel over 0.84 mm (0.033 inch) thick.
4. Power actuated drive pins may be provided where practical to anchor to solid masonry, concrete, or steel.
5. Do not anchor to wood plugs or nailing blocks in masonry or concrete. Provide metal plugs, inserts or similar fastening.
6. Screws to Join Wood:
 - a. Where shown or option to nails.
 - b. ASTM C1002, sized to provide not less than 25 mm (1 inch) penetration into anchorage member.
 - c. Spaced same as nails.
7. Installation of Timber Connectors:
 - a. Conform to applicable requirements of the AFPA NDS.
 - b. Fit wood to connectors and drill holes for fasteners so wood is not split.

END OF SECTION

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SECTION 07 41 13 – Metal Roof Panels

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section Includes: Prefinished, prefabricated structural standing seam roof system with continuous interlocking field formed seams, clips, and fasteners.
- B. Related Requirements:
1. Section 06 10 00: Rough Carpentry
 2. Section 07 41 16: Copper Roof Preservation System
 3. Section 07 62 00: Sheet Metal Flashing and Trim
 4. Section 07 72 00: Roof Accessories
 5. Section 07 92 00: Joint Sealants.

1.3 REFERENCES

- A. Reference Standards:
1. ASCE 7-16: Minimum Design Loads for Buildings and Other Structures.
 2. ASTM A792: Steel Sheet, Aluminum/Zinc (Galvanized), AZ-50 (painted), AZ-55 (unpainted) by the Hot Dip Process.
 3. ASTM B209 Specification for Aluminum and Aluminum Alloy Sheet and Plate
 4. CRRC-1 Method #1: Measuring Solar Reflectance of a Flat, Opaque, and Heterogeneous Surface Using a Portable Solar Reflectometer.
 5. SMACNA Architectural Sheet Metal Manual.
 6. UL 580: Standard for Tests for Uplift Resistance of Roof Assemblies. UL-90 Wind Uplift Rating.
 7. UL-790: Standard for Fire Resistance and Roof Covering Materials.
 8. Environmental Product Declaration/Health Product Declaration.
 9. National Coil Coaters Association (NCCA)
 10. NRCA- The NRCA Roofing and Waterproofing Manual
 11. AAMA Paint Standards: 620, 2603, 2604, 2605 (Aluminum Substrate) and 621-96 (Steel Substrate)
 12. NAAAMM- National Association of Metal Manufacturers

1.4 SUBMITTALS

- A. Product Data. Provide manufacturer's catalog data and certified test reports for proposed roof panels, flashing, trim, accessories, fasteners, sealants and adhesives.
- B. Design and Test Reports: Provide the following certified test reports from an independent testing laboratory:
1. Independent laboratory testing report, stamped by a licensed engineer, for system design load and seam integrity.
 2. Professional engineer's documentation that roofing system incorporated sufficient allowance for stress and movement.
 3. A letter signed by an officer of the manufacturing company certifying that the materials furnished for this project are the same as represented in the tests and supporting data.

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4. Manufacturer's verifications that the panels are factory roll formed
 5. UL-580 Test results must clearly demonstrate compliance with the following requirements:
 - a) The ultimate test failure load shall be reduced by the safety factor specified in article 1.9 to determine the allowable working load for the panel system.
 - b) The proposed system has been tested to ensure that the allowable working load of the panel system meets or exceeds the specified negative wind uplift pressures listed in article 1.9 of this specification for all roof zones.
 - c) The test results are applicable for the thickness, width, and profile specified. Results are not applicable for systems that are thinner or wider than the system which was tested. If the tested material was not the specialty material specified herein (for instance, the tested material was G-90 steel), then the test results shall be reduced by the ratio of the yield strength (Fy) or the specified material to the tested material.
 - d) The results must clearly show that the allowable fastener spacing meets or exceeds the requirements specified in article 3.3 C for all roof areas. Spacing shall not be increased for any roof zone from that which is specified.
 - e) Capacities for gauge, span, or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolation for conditions outside the test range is not acceptable
- C. Provide copies of the panel manufacturer's current evaluation reports. The report must include pertinent information regarding weather resistance, fire classification, structural capabilities, wind uplift resistance, impact resistance, live loads, underlayment, load tables, and attachment details:
1. ICC Evaluation Report
 2. UL Evaluation Report
- D. Mill production reports certifying that the steel thicknesses are within allowable tolerances of the nominal or minimum thickness or gauge specified.
- E. Fire resistance classification – Class A roof covering as determined by UL 790.
- F. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-16, for Components and Cladding. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article.
- G. Shop Drawings:
1. Indicate thickness and dimensions of parts, fastenings and anchoring methods, details and locations of joints, transitions and other provisions necessary for thermal expansion and contraction.
 2. Indicate locations of field and factory-applied sealant.
- H. Samples:
1. Submit two samples, 12 inches long by full panel width, showing proposed metal thickness and seam profile.
 2. Submit standard color samples of metal for Contracting Agency's selection.
- I. Manufacturer Qualifications: Add manufacturer's signed letter supporting both financial capability and at least 5 projects of comparable size with architect and contractor contact information.
- J. Installer Qualifications: Submit list of five completed projects, with names and contact information for architects and contractors. Submit signed letter from Manufacturer demonstrating completion of manufacturer's certified installation class.
- K. Test Reports: Indicate compliance of products with project requirements.

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- L. Warranty Documentation: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer, installing contractor, and the Contracting Agency.
- M. Any material submitted as equal to the specified material must be accompanied by a report reviewed by a professional engineer licensed in the state in which the installation takes place. This report shall show that the submitted equal product(s) meets the Design and Performance criteria in this specification. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance. The Contracting Agency's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. Ten years' experience, minimum, in the factory fabrication of metal panels.
 - 2. Manufacturer shall carry \$2,000,000 liability insurance, minimum, for metal panel system.
- B. Installer Qualifications:
 - 1. Three years' experience, minimum, in the successful application of metal roof or wall panels.
 - 2. Five satisfactory projects with metal panel work of similar product(s), scope and complexity to Work of this Project.
 - 3. Installer must be approved by manufacturer, in writing, prior to bid. Approval document must be included with project bid.
- C. Testing Agency Qualifications: Agency compliant with ISO/IEC Standard 17025, or an accredited independent agency recognized by the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement or ANSI.
- D. Source Limitations: Obtain all components of roof system (including underlayment) from a single manufacturer, including roll goods materials if required. Secondary products that are required shall be recommended and approved in writing by the roofing system manufacturer.
- E. Engage the manufacturer's field representative to conduct required periodic inspections of work in progress as described herein and shall furnish written documentation of all such (monthly) inspections required and a final inspection before the close of the project.
- F. Alternate Manufacturers: The following manufacturer criteria must be submitted. Alternate systems will not be considered for approval unless each of these items has been submitted for review at least 15 business days prior to bid opening:
 - 1. Submit each item listed in article 1.4 (A through E) for evaluation of the proposed system
 - 2. Tests shall have been made for identical systems within the ranges of specified performance criteria.
 - 3. A list of a minimum of five (5) jobs where the proposed alternate material was used under similar conditions. The reference list shall include date of project, size of project, project address, and telephone number of architect/Owner contact.
 - 4. A written statement from a corporate officer of the manufacturing company stating that he or she has reviewed the specifications and confirms that the proposed system meets or exceeds all performance requirements listed as well as meets the panel size, gauge, weight, fasteners, sealant design, uplift pressures and height of the vertical seam.
 - 5. Proof that the manufacturer has been in business for a minimum number of years equal to the warranty period required for this project.

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1.6 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing which must precede or follow roofing work (including mechanical work if any), Contracting Agency, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Contracting Agency's insurers, testing agencies and governing authorities.
- C. Objectives of conference to include:
 - 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 - 2. Tour representative areas of roofing substrates (decks); inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
 - 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 - 4. Review roofing system requirements (drawings, specifications and other contract documents).
 - 5. Review required submittals both completed and yet to be completed.
 - 6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 - 7. Review required inspection, testing, certifying and material usage accounting procedures.
 - 8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
 - 9. Record discussion of conference including decisions and agreements (or disagreements) reached. Furnish a copy of records to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
 - 10. Review notification procedures for inclement weather or non-working days.
- D. The Contracting Agency's Representative will record the proceedings and promptly distribute them to the participants for record.
- E. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved to the satisfaction of the Contracting Agency. This shall not be construed as interference with the progress of Work on the part of the Contracting Agency.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Storage and Handling Requirements:
 - 1. Keep panels and accessory items dry.
 - 2. Protect against damage and discoloration.
 - 3. Handle panels with non-marring slings.
 - 4. Support panels to prevent permanent deformation.
 - 5. Store panels above ground, with one end elevated for drainage.
 - 6. Protect panels against standing water and condensation between adjacent surfaces.
 - 7. If panels become wet, immediately separate sheets, wipe dry with clean cloth, and keep sheets separate for air-drying.
 - 8. Painted panels may (depending on material or coating) be shipped with protective plastic sheeting or a strippable film coating between panels. Remove strippable film coating prior to installation. Do not allow strippable film coating to remain on panels in extreme heat, cold, or direct sunlight or other UV source.
 - 9. Do not allow panels to contact treated lumber.

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10. Adequately cover/protect metal panels and flashing with tarpaulins, scrim sheeting, or similar protection during transit to prevent dirt and debris from coming in contact with the exposed finished surfaces of finished goods.
 11. Protect packaged panels, flashing, and accessories from UV sources, dirt or sand, and precipitation until they are used.
- B. Installer's responsibilities:
1. Stack pre-finished materials to prevent twisting, bending, abrasion and denting and elevate one end to facilitate moisture run-off.
 2. Unload panels with equipment that will adequately support the panels to prevent damage. Verify equipment is sufficient to lift the weight of panels while still in crating. Certified riggers may be required.
 3. Protect moisture-sensitive and water-based materials from the weather.
 4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

1.8 PROJECT CONDITIONS

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage and protection requirements for roofing system.
1. Protection:
 - a) Protect completed roofing from subsequent construction operations. Comply with Manufacturer's recommendations.
 - b) Do not overload roof with stored materials.
 - c) Roof-mounted equipment shall not be fastened directly to, or mounted on, the standing seam metal roofing system.
- B. Ascertain that work of other trades penetrating the roof/siding substrate is made watertight and approved prior to installation of new metal roofing/siding panel system.

1.9 DESIGN AND PERFORMANCE CRITERIA

- A. Thermal Expansion and Contraction.
1. The completed metal roofing system and flashing shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
 2. The design temperature differential shall be not less than 120 °F and based on historical high and low temperatures in the area of the installation.
 3. Interface between panel and fastener shall provide for adequate thermal movement in each direction along the longitudinal direction.
 4. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the Contracting Agency.
- B. Uniform Wind Uplift Load Capacity
- a) Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Anchors or fasteners shall be installed exactly as spacing given in engineered calculations per wind zones.
 - b) Design Code: 2021 International Building Code as amended by WAC 51-50
 - c) Risk Category II
 - d) Wind Speed: 97 mph.
 - e) Exposure Category: D
 - f) Design Roof Height: Varies, field verify
 - g) Minimum Building Width: Varies, see contract drawings, field verify
 - h) Roof Pitch: seven inches per foot.

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- C. Additional Applicable Codes: 2021 International Existing Building Code Section 705 Reroofing, 705.1 General, 705.2 Roof Replacement. (WAC 51-50)

1.10 WARRANTY

- A. Manufacturer's Finish Warranty: Manufacturer's 20-year performance Warranty for a marine-based installation, stating the following:
1. Architectural fluorocarbon finish: Polyvinylidene Fluoride (PVDF- Kynar 500® or Hylar 500®).
 - a) For the 20-year warranty period, will not peel, check, flake or crack.
 - b) For the first 15 years of the 20-year warranty period will not chalk in excess of numerical rating of 6 when measured in accordance with standard procedures specified in ASTM D4214-98 method A nor fade or change color more than 7 NBS (Hunter Units) as measured using the Procedure of ASTM D-224 and only on surfaces from which surface deposits and chalk have been removed per ASTM D3694..
- B. Installer's Warranty: Warrant panels, flashings, sealants, fasteners and accessories against defective materials and/or workmanship, covering repairs required to maintain roof panels watertight and weatherproof with normal usage for two years following Project Substantial Completion date.
1. Furnish written warranty, signed by installer.

PART 2 – PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Products: Provide the following:
Taylor Metal Products'; Easy-Lock™. ICC Evaluation Report- ESR-5046- TMP Metal Roofing Panels Or--UL Evaluation Report- UL ER25913-01
- B. Substitution Limitations: Substitutions will be considered in accordance with these Technical Specifications and Contract Documents.
- C. Performance Criteria
- a) Wind Uplift: Class 90 per UL 580
 - b) Building Code: 2021 International Building Code as amended by WAC 51-50. Basic wind speed 97 mph, Risk Category II, Exposure D, Ground snow load 20 psf
 - c) Project location is within 1,000 feet of a saltwater body.
 - d) Panel system shall be UL-580 tested under the supervision of an ANSI or ISO/IEC accredited laboratory and the laboratory shall issue the test report.
 - e) Deflection Limits: Withstand wind loads with deflections no greater than 1/180 of the span.
2. Thermal Movements: Accommodate thermal movement without buckling, joint opening, overstressing components, failure of connections, or other detrimental effects, through the following temperature changes:
- a) 120 degrees F, ambient.
 - b) 180 degrees F, material surface.
- D. Manufacturing Characteristics: Provide panels complying with provisions of Buy American Act 41 U.S. C 10a - 10d or Build America Buy America (BABA).

2.2 PANELS

- A. Products: Easy-Lock™ by Taylor Metal Products, or approved equivalent
- B. Panels: Basis of Design- Easy-Lock™ Roof Panel:
1. Material: Aluminum

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- a) .032" thickness
2. Thickness and yield strength as required for performance indicated aluminum-zinc alloy coating conforming to ASTM A792, Class AZ50.
3. Panel Width and Pattern: 16", Panel pattern: striated.
4. Panel Seam Height: 1".
5. Panel Finish:
 - a) Marine Guard™ (Marine or Corrosive environments), of a high-build, corrosion resistant primer, finish coat, and clear top coat.
 - b) Color: Dark Bronze
6. ICC Evaluation Report- ESR-5046
7. UL Evaluation Report- UL ER25913-01
8. Seam Sealant: Field applied, high-grade non-skinning sealant within the confines of panel and concealed clip's female leg, designed to seal against adjacent male panel leg.

2.3 FRAMING AND SUBSTRATES

- A. Sheathing: See Section 06 16 00 "Sheathing".
- B. Roofing Underlayment. Butyl based leak barrier meeting or exceeding the requirements of ASTM D1970 and ASTM D5034 with high-temperature (to 140 deg F) installation and thermal stability (to 265 deg F) ratings.
 - a. Underlayment shall be FT Premier Butyl Leak Barrier or approved equal.

2.4 FASTENERS

Fastener selection to be determined based upon panel framing, substrate and attachment requirements in accordance with the manufacturer's installation instructions and shall be proposed and shown in the shop drawings.

- A. Provide fastener designed to allow panels to thermally expand and contract. Fastener type shall be selected to meet positive and negative pressures as required.
- B. Fasteners: As recommended by manufacturer for performance indicated (size, length, trim fasteners). Weather coated per project environment, conditions and substrate.

2.6 ACCESSORIES

- A. Trims and Flashings: Material, metal thickness, and finish to match panels. Profiles indicated in drawings.
 1. Provide manufacturer's standard accessories and other items essential to completeness of standing seam roof installation.
- B. Panel Penetration Flashings: As recommended by panel manufacturer; designed to provide sufficient movement to prevent creation of points of fixity at penetrations.
- C. Sealant for Field Application: High grade curing or non-curing butyl, Polyether, Silicone, and curing urethane sealant as recommended by panel manufacturer. Do not use sealant containing asphalt. See section "07 92 00" Joint Sealants.

2.7 FABRICATION

- A. Fabrication, General:
 1. Unless otherwise shown on the drawings or specified herein, fabricate panels in continuous lengths and fabricate flashings and accessories in longest practical lengths.
 2. Panel materials shall be factory correctively leveled.

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B. Panels:

1. Provide panels in full length from ridge to eave up to 35 ft. Traverse seams are not allowed.
2. Roof panels shall have flush horizontal and vertical surfaces to facilitate sealing at terminations. Panel configurations which create voids and requiring supplemental closure devices shall not be considered acceptable (foam closures).
3. Engineer panels to use concealed anchors that permit expansion and contraction away from the point of fixity ("PIN" point).

C. Seams:

1. Standing seams shall engage for the entire length of seam.
2. Design standing seam to lock up and resist joint disengagement during design wind uplift conditions as calculated according to local building codes.
3. Provide manually installed sealant within confines of panel's female rib to aid in resistance of leaks and provide panel-to-panel seal while allowing expansion and contraction.

D. Fabrication Tolerances:

1. Flat metal surfaces will display waviness commonly referred to as "oil canning". This is caused by steel mill tolerances and is a characteristic, not a defect, of panels manufactured from light gauge metal. Panel materials are factory correctively leveled to minimize the occurrence of "oil canning". As such, "oil canning" will not be accepted as cause for rejection.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: With Installer present.

1. Examine conditions and substrates on which metal panels are to be installed. Structural support or substrate shall be flat and plumb to avoid panel stresses and distortion.
2. Prior to starting work, correct defects.

B. Field Measurements:

1. Coordinate field measurements and fabrication schedule with construction progress.
2. Field measure prior to fabrication. Show recorded dimensions on shop drawings, including locations of shop-fabricated openings.
3. If field measurements differ from drawing dimensions, notify Contracting Agency prior to fabrication.

C. Substrate Tolerances: Deviations from flat plane shall not exceed the following.

1. 1/4 inch in 20 feet.
2. 1/2 inch across building elevation.
3. 1/8 inch in 5 feet.

3.2 PREPARATION

- #### A. Substrate and Underlayment: Install according to approved shop drawings and metal panel manufacturer's recommendations.

3.3 INSTALLATION

A. Panels and Trim: Comply with manufacturer's instructions for assembly, installation and erection for weathertight installation.

1. Install according to approved shop drawings.

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2. Install panels in accordance with manufacturer's instructions and recommendations. Anchor securely in place using clips and fasteners spaced in accordance with manufacturer's recommendations for design wind load criteria.
 3. Comply with methods and recommendations of SMACNA Architectural Sheet Metal Manual for flashing configurations required.
 4. Discrepancies between job site conditions and shop drawings shall be brought to the attention of the Contracting Agency for resolution.
 5. Cutting and Fitting:
 - a) Cut panels neat, square, and true with shearing action cutters. Torch or power saw cutting is prohibited.
 - b) Openings 6 inches and larger: Shop fabricate and reinforce to maintain original load capacity.
 - c) Openings less than 6 inches: Field cutting is acceptable.
 6. Dissimilar Metals or Materials:
 - a) Where panel or trim may come in contact with dissimilar metals or treated lumber, fabricate transition to facilitate drainage and minimize possibility of galvanic action. Galvanic action can cause panels and trim to fail prematurely.
 - b) At points of contact with dissimilar metal or treated lumber, coat panel and trim with protective paint or separate materials with a weatherproof underlayment.
 - c) Direct contact or run-off from CCA, ACQ, CA, or other treated lumber (outdoor wood) or fire retardant impregnated or treated wood shakes or siding can cause panels and trim to fail prematurely. Avoid contact with these materials.
- B. Accessories: Install trims, flashings, and roofing specialties according to Drawings and manufacturer's recommended details.
- C. Sealant Installation: Apply according to approved shop drawings and SMACNA Architectural Sheet Metal Manual recommendations.
1. Provide airtight and waterproof installation.

3.4 CLEANING

- A. Repairs:
1. Touch up paint is not required for panels with scratches that do not expose base metal.
 2. PVDF (air dryable) touch up paint pens are recommended for minor scratches showing the substrate. Use minimal paint to fill scratch.
 3. Panels or flashings with finish damage exposing metal or with substrate damage shall be replaced.
- B. Cleaning and Waste Management:
- a. At completion of each day's work and at work completion, sweep panels, flashings, and gutters clean. Do not allow fasteners, cuttings, filings, or scraps to accumulate.
 1. Clean exposed surfaces of work promptly after completion of installation.

3.5 PROTECTION

- A. Protect Work as required to ensure that roofing will be without damage at Final Completion.

END OF SECTION

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SECTION 07 41 16

Copper Roof Preservation System

PART 1 GENERAL

1.1 RELATED SECTIONS

- Section 01 33 00 - Submittal Procedures
- Section 01 50 00 – Construction Facilities - Temporary
- Section 01 74 00 – Cleaning and Waste Management
- Section 02 40 00 – Demolition
- Section 02 82 13 - Asbestos Transite Roof Tile Abatement
- Section 06 10 00 – Rough Carpentry
- Section 07 41 13 - Metal Roof Panels
- Section 07 41 16 – Copper Roof Preservation System
- Section 07 62 00 – Sheet Metal Flashing and Trim
- Section 07 72 00 – Roofing Accessories

1.2 REFERENCES

- A. SSPC - Steel Structures Painting Council painting standards.
- B. FM - Approvals Guide
- C. FM Loss Prevention Bulletin 1-49
- D. SMACNA - Architectural Sheet Metal Manual

1.3 PERFORMANCE

A System shall comply with FM / UL testing data showing that the system meets the local wind uplift requirements and provides a Class A fire-rated roof assembly.

1.4 SUBMITTALS

- 1.4.1 Submit under provisions of Section 01 30 00 - Administrative Requirements.
- 1.4.2 Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1.4.2.1 Product Literature.
 - 1.4.2.2 Preparation instructions and recommendations.
 - 1.4.2.3 Storage and handling requirements and recommendations.
 - 1.4.2.4 Installation methods.
 - 1.4.2.5 Safety Data Sheets (SDS) for all components.
- 1.4.3 Shop Drawings: Show including plans and details of copper roof preservation and waterproofing system including membrane, penetration flashings, base flashings, and expansion joints size, flashing details, and attachment.
- 1.4.4 Verification Samples: For each product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, thickness, color, texture and surfacing.
- 1.4.5 Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- 1.4.6 Field Quality Control: Submit the following.

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- 1.4.6.1 Daily inspection and testing reports
- 1.4.6.2 Substrate and Bond Testing or Inspection Reports
- 1.4.6.3 Completed Membrane Reports

- 1.4.7 Closeout Submittals: Submit roofing/waterproofing manufacturer and applicator's warranty and ensure forms have been completed in Contracting Agency's name and registered with manufacturer.

- 1.5 QUALITY ASSURANCE
 - 1.5.1 Manufacturer Qualifications: Company specializing in manufacturing cold fluid-applied reinforced polyurethane system with a minimum of 20 years of documented experience with applications in the United States.
 - 1.5.2 Installer Qualifications: Company specializing in performing the work of this section with a minimum of 3 years documented experience and approved by system manufacturer for waterproofing membrane systems.
 - 1.5.3 Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress
 - 1.5.4 Manufacturer's Field Service: Membrane manufacturer shall provide the services of a competent field representative on-site to provide the following inspections:
 - 1.5.4.1 Job start inspection at the beginning of each phase of the project, to review special detailing conditions and substrate preparation.
 - 1.5.4.2 Periodic in-progress inspections throughout duration of the project to evaluate membrane and flashing application.
 - 1.5.4.3 Observe or perform field quality control testing.
 - 1.5.4.4 Final punch-list inspection at the completion of each phase of the project prior to installation of any surfacing or overburden materials.
 - 1.5.4.5 Warranty inspection to confirm completion of all punch list items, and surfacing,
 - 1.5.5 Source Limitations: Obtain all principal components of roofing/waterproofing system from a single manufacturer. Secondary products that are required shall be as recommended and approved in writing by the roofing/waterproofing system manufacturer. Upon request of the Contracting Agency, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the manufacturer.
 - 1.5.6 Field Quality Control Flood Test: Conduct a flood test of the completed membrane and flashing system prior to the installation of any overburden/surfacing. Test shall be of a 24 hour minimum duration, and shall apply a water head of 2 inches over the entire application area. Any incidents of water entry shall be evaluated and all necessary repairs conducted, followed by an additional flood test until all repairs are completed successfully.

- 1.6 PRE-INSTALLATION CONFERENCE
 - 1.6.1 Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing/waterproofing system installation and associated work.
 - 1.6.2 Require attendance of installers of substrate construction to receive roofing/waterproofing, installers of work in and around roofing/waterproofing which must precede or follow roofing/waterproofing work including mechanical and electrical penetration, equipment openings, subsequent finish work, and the Contracting Agency and roofing/waterproofing system manufacturer's representative.
 - 1.6.3 Objectives include:
 - 1.6.3.1 Review foreseeable methods and procedures related to roofing/waterproofing work, including set up and mobilization areas for stored material and work area.

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- 1.6.3.2 Tour representative areas of roofing/waterproofing substrates, inspect and discuss condition of substrate, penetrations and other preparatory work.
- 1.6.3.3 Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
- 1.6.3.4 Review roofing/waterproofing system requirements, Drawings, Specifications and other Contract Documents.
- 1.6.3.5 Review and finalize schedule related to roofing/waterproofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
- 1.6.3.6 Review required inspection, testing, certifying procedures.
- 1.6.3.7 Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
- 1.6.3.8 Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.7 DELIVERY, STORAGE, AND HANDLING

- 1.7.1 Store products in manufacturer's unopened packaging with labels intact until ready for installation.
- 1.7.2 Store materials off the ground or on pallets, under cover and in a cool, dry location, out of direct sunlight, in accordance with manufacturers recommendations. Store roll goods horizontally on platforms sufficiently elevated to prevent contact with water and other contaminants. Do not use rolls that are wet, dirty or have damaged ends. Materials must be kept dry at all times. Plastic wrapping installed at the factory should not be used as outside storage covers.
- 1.7.3 Do not store materials in quantities that exceed design loads, damage substrate materials, hinder installation or drainage.
- 1.7.4 Follow manufacturer's directions for protection of materials prior to and during installation. Do not use materials that have been damaged to the point that they will not perform as specified. Fleece reinforcing materials must be clean, dry and free of all contaminants.
- 1.7.5 Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of the MSDS and local authorities having jurisdiction.
- 1.7.6 Maintain copies of all current SDS for all components on site. Provide personnel with appropriate safety data information and training as it relates to the specific chemical compounds to be utilized.

1.8 SEQUENCING

- 1.8.1 Apply roofing/waterproofing in a timely manner in conjunction with work of other trades. Coordinate with other trades to avoid traffic over or against completed membrane surfaces.
- 1.8.2 Coordinate with installation of drains as shown on Drawings, including flashing, and associated roofing/waterproofing work.
- 1.8.3 Field Quality Control:
 - 1.8.3.1 On-Site Substrate Testing of substrates shall be successfully completed prior to installation of roofing/waterproofing membrane.
 - 1.8.3.2 Field Quality Control Tests of completed sections of waterproofing membrane shall be successfully completed before proceeding with protection layers and overburden. Schedule tests promptly to allow timely installation of protection layers.

1.9 PROJECT CONDITIONS

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

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manufacturer's absolute limits.

- 1.9.2 Do not apply roofing/waterproofing membrane during or with the threat of inclement weather.
- 1.9.3 Application of roofing/waterproofing membrane may proceed while air temperature is between 40 degrees F (5 degrees C) and 90 degrees F (32 degrees C) providing the substrate is a minimum of 5 degrees F above the dew point.
- 1.9.4 When ambient temperatures are at or expected to fall below 50 degrees F (10 degrees C), or reach 85 degrees F (30 degrees C) or higher, follow Membrane System Manufacturer's recommendations for weather related additives and application procedures.
- 1.9.5 Ensure that substrate materials are dry and free of contaminants. Do not commence with the application unless substrate conditions are suitable. Contractor shall demonstrate that substrate conditions are suitable for the application of the materials.
- 1.9.6 Where required by the Contracting Agency, implement odor control and elimination measures prior to and during the application of the roofing/waterproofing materials. Control/elimination measures shall be field tested at off-hours and typically consists of 1 or a multiple of the following measures
 - 1.9.6.1 Sealing of air intakes with activated carbon filters. Install filters in accordance with requirements and recommendations of the filter manufacturer. Seal filters at joints and against building exterior walls to prevent leakage of unfiltered air.
 - 1.9.6.2 Sealing of doorways, windows, and skylights with duct tape and polyethylene sheeting to prevent leakage of air into the building.
 - 1.9.6.3 Erection and use of moveable enclosure(s) sized to accommodate work area(s) and stationary enclosure for resin mixing station. Enclosure shall be field constructed or pre-manufactured of fire retardant materials in compliance with local requirements in accordance with requirements of the Contracting Agency or its designated Representative. Provide enclosure(s) with mechanical air intake/ exhaust openings and Odor Control Air Cleaners, as required to clean enclosed air volume and to prevent odor migration outside the enclosure. Exhaust opening shall be sealed with activated carbon filter
 - 1.9.6.4 Protection of Contractor personnel and occupants of the structure and surrounding buildings as necessary to comply with requirements of OSHA, NIOSH and/or governing local authority.
- 1.10 WARRANTY
 - 1.10.1 Manufacturer's Premier Warranty: Provide 25-year manufacturer's premier warranty that provides for cost of labor and materials for loss of watertightness, limited to amounts necessary to effect repairs necessitated by either defective material or defects in related installation workmanship, with no dollar limitation ("NDL").
 - 1.10.1 Roofing/waterproofing applicator's Warranty: Provide 5 year "Applicator Maintenance Warranty" covering workmanship for all work of this section including installation of membrane, flashings, metal work, and roofing/waterproofing accessories.

2 PRODUCTS

2.3 MANUFACTURERS

- 2.3.1 Acceptable Manufacturer: Kemper System America, Inc., which is located at: 1200 North America Drive; West Seneca, NY 14224; Toll Free Tel: 800-541-5455; Fax: 716-558-2978

- 2.3.1.1.1 Local Contact:
 - Hans Parga
 - Mobile: (253) 337-9547, Email: hparga@kempersystem.com

2.4 PRODUCTS

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- 2.4.1 General: Materials shall be products of a single manufacturer or items standard with manufacturer of membrane roofing/waterproofing system. Provide secondary materials that are produced or are specifically recommended by manufacturers of membrane roofing/waterproofing system to ensure compatibility.
- 2.4.2 Monolithic Membrane: Kemper System America's monolithic membrane is created in the field by combining the KEMPEROL Reflect Patina f2K FR two-part, cold fluid-applied reactive cure polyurethane resin with Kemperol polyester reinforcing fleece. Kemperol polyester reinforcing fleece is a 360-degree needle punched non-woven 165 g/m2 polyester reinforcing fleece, for a finished dry film membrane thickness of .080 inch nominal per ply. Membrane shall have the following properties:
 - 2.4.2.1 Physical Properties: All times are approximate and depend upon air flow, humidity and temperature.
 - 2.4.2.1.1 Color: Bright Patina
 - 2.4.2.1.2 Physical State: Cures to Solid
 - 2.4.2.1.3 Solar Reflectance (initial) CRRC Rated 0.87, ASTM C 1549
 - 2.4.2.1.4 Thermal Emittance (initial) CRRC Rated 0.90, ASTM C 1371
 - 2.4.2.1.5 SRI (initial) 110, ASTM E 1980
 - 2.4.2.1.6 Thickness (165 Fleece): 80 mils
 - 2.4.2.1.7 VOC Content: 2.0 g/l
 - 2.4.2.1.8 Peak load @ break 70 lbf CMD - 100 lbf MD, ASTM D 4073
 - 2.4.2.1.9 Elongation: Min 30 percent, ASTM D 5147
 - 2.4.2.1.10 Tearing Strength 60.0 lbs/in, ASTM D 4073
 - 2.4.2.1.11 Dimensional stability D 1204: 0.15 percent
 - 2.4.2.1.12 Puncture resistance FTMS 101-2031: 140 lbs.
 - 2.4.2.1.13 Water absorption D 570: Less than 3 percent
 - 2.4.2.1.14 Impact resistance D 2240: Shore A 75 plus or minus 15 percent
 - 2.4.2.1.15 Crack spanning: 0.08 inch (2 mm)
 - 2.4.2.1.16 Usage time: 30 minutes
 - 2.4.2.1.17 Rainproof after: 2 hours
 - 2.4.2.1.18 Solid to walk on after: 24 hours
 - 2.4.2.1.19 Completely hardened: 3 days
 - 2.4.2.1.20 Short-term temperature resistance: 482 degrees F (250 degrees C)
- 2.4.3 Membrane Flashings: Composite of the same resin material as field membrane with 165 g/m2 fleece reinforcement.
- 2.4.4 Substrate Primer and Resin Additives:
 - 2.4.4.1 Polyurethane Primer: Kempertec R primer, two-component, solvent-free polyurethane resin for use in improving adhesion of membrane to wood, metal and bituminous substrate surfaces.
 - 2.4.4.2 Cold Weather Additive: Kemperol A 2K-PUR Accelerator, additive specifically designed to accelerate the resin reaction time at ambient temperatures below 50 degrees F (10 degrees C). Accelerator to be used with resin Component A prior to mixing of multi-component resin.
- 2.5 ACCESSORIES
 - 2.5.1 Solvent-Based Cleaner for Tools and Membrane Tie-Ins: Methyl Ethyl Ketone (MEK) or acetone.
 - 2.5.2 Citrus-Based Cleaner for Membrane: Kempertec Klean.
 - 2.5.3 Water-Based Cleaner for Membrane: Simple Green HD.
 - 2.5.4 Aggregate Specification and Size: All surfacing aggregates shall be washed, kiln-dried, dust-free, suitable for broadcast, round grain or angular, and sized as follows:
 - 2.5.4.1 Kemperol Mixing Sand (00) #35 (0.3 - 0.6 mm) for patching voids less than 1 inch.
 - 2.5.4.2 Kemperol Surfacing Sand (0) #18 (0.5 - 1.2 mm) for patching voids from 1 to 2 inches or surfacing.

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- 2.5.4.3 Kemperol Surfacing Sand (1) #14 (0.8 to 1.5 mm) for coarse surfacing.
- 2.5.4.4 Kemperol Ceramaquartz (30 mesh) (S Grade blend) for aesthetic color quartz finished surfacing.
- 2.5.4.5 Mixing Proportions shall be a ratio of resin to sand at 1:2 by volume for leveling, 1:4 by volume for patching, or as approved by membrane manufacturer.
- 2.5.5 Backer Rod: Expanded, closed-cell polyethylene foam designed for use with cold-applied joint sealant.
- 2.5.6 Joint Sealant:
 - 2.5.6.1 Multipurpose Sealant: GreatSeal PE-150 or approved equivalent,
- 2.5.7 Wood Nailers and Cant Strips: New wood nailers and cant strips shall be pressure treated for rot resistance using Wolmanized or Osmose K-33, #2 or better lumber. Asphaltic or creosote treated lumber is not acceptable.
- 2.5.8 Expansion Joints in Excess of 2 Inches: Provide flat, vulcanized waterproofing joint integral with the waterproofing membrane to accommodate movements over 2 inches (50 mm) and capable of 500 percent elongation at minus 40 degrees F (minus 40 degrees C) across its length and at all vulcanized points.
 - 2.5.8.1 Product: Joint material SITURA INC. RedLINE or approved equivalent.
 - 2.5.8.2 Connections: All connections factory fabricated by vulcanization.

3 EXECUTION

3.3 EXAMINATION

- 3.3.1 Do not begin installation until substrates have been properly prepared and conditions are suitable to proceed with the Work of this specification.
 - 3.3.1.1 Substrates shall be inspected and repaired as needed to provide a proper surface to receive roofing/waterproofing system.
 - 3.3.1.2 Verify substrate surface slopes to drain for horizontal roofing/waterproofing applications.
 - 3.3.1.3 Identify incompatible or unsatisfactory substrates, if any.
- 3.3.2 Verify substrate openings, curbs, and protrusions through deck/substrate, wood cant strips and reglets are in place and solidly set.
- 3.3.3 If substrate preparation is the responsibility of another installer, notify Contracting Agency of unsatisfactory preparation before proceeding.

3.4 PREPARATION

- 3.4.1 General: Surfaces to be prepared as a substrate for the new roofing/waterproofing system as follows:
 - 3.4.1.1 Determine the condition of the existing structural deck/substrate. All defects in the deck or substrate shall be corrected before new roofing/waterproofing work commences. Areas of deteriorated deck/substrate, porous or other affected materials must be removed and replaced with new to match existing.
 - 3.4.1.2 Prepare flashing substrates as required for application of new roofing/waterproofing membrane flashings.
 - 3.4.1.3 Inspect substrates, and correct defects before application of new roofing/waterproofing. Fill all surface voids greater than 1/8 inch wide with an acceptable fill material.
 - 3.4.1.4 Remove all ponded water, snow, frost and/or ice from the work substrate prior to installing new roofing/waterproofing materials.
 - 3.4.1.5 Substrate for roofing/waterproofing shall be clean, dry, free of loose, spalled or weak material including coatings, mineral aggregate, and flood coat/gravel surfacing, oil, grease, contaminants, abrupt changes in level, roofing/waterproofing agents, curing compounds, and free of projections which could damage membrane materials.
 - 3.4.1.6 Where areas to receive new roofing/waterproofing transition to areas scheduled to receive new plywood

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and sheet metal roofing, new roofing/waterproofing system shall lap a minimum of 8" onto the new plywood substrate.

- 3.4.2 On-Site Substrate Testing: Perform tests at the beginning of the Work, and at intervals as required to assure specified substrate conditions with a minimum of 3 tests per 5000 SF area to be waterproofed. Smaller areas shall receive a minimum of 3 tests. Submit test results to the Contracting Agency promptly as they are completed. Notify the Contracting Agency immediately in the event the test results are below specified values. Do not begin application of waterproofing until acceptable conditions are achieved. As an alternative, a manufacturer's representative shall be on-site to verify substrate preparation for conformance to these technical specifications.
- 3.4.2.1.1 Substrate Bond Strength:
- 3.4.2.1.2 Evaluate bond strength by means of Elcometer Adhesion Tester Model 106 or similar device, or by the performance of a manual pull test.
- 3.4.2.1.3 Tensile bond strength of membrane to substrate must be greater than or equal to 150 psi (1.0 N/mm²).
- 3.4.2.1.4 Adequate surface preparation will be indicated by 135 degree peel bond strength of membrane to substrate such that cohesive failure of substrate or membrane occurs before adhesive failure of membrane/ substrate interface.
- 3.4.2.1.5 In the event the bond strengths are less than the minimum specified, additional substrate preparation and testing is required. Repeat testing to verify suitability of substrate preparation.
- 3.4.2.1.6 Where results exceed the maximum acceptable reading contact Membrane Manufacturer for recommendations.
- 3.4.2.1.7 Metal:
- 3.4.2.2 Clean and prepare metal surfaces to near white metal in accordance with SSPC - SP3, Power Tool Cleaning, or as required by Roofing/waterproofing Manufacturer. Extend preparation a minimum of 1 inch beyond the termination of the membrane flashing materials.
- 3.4.2.3 In addition to cleaning, all metal surfaces shall be abraded to provide a rough open surface. A wire brush finish is not acceptable.
- 3.4.3 Wood/Plywood: Plywood shall be identified with American Plywood Association (APA) grade trademarks and meet the requirements of Product Standard PS1.
- 3.4.3.1 Fit plywood to all penetrations, projections, and nailers. Plywood shall be secured, with joints not greater than 1/4 inch. Fill all joints and gaps up to 1/2 inch with polyurethane joint sealant
- 3.4.3.2 Strip all plywood joints with fleece reinforcement imbedded into the wet primer or resin. Under no circumstances shall the membrane be left unsupported over a space greater than 1/4 inch.
- 3.4.4 Other Flashing Surfaces:
- 3.4.4.1 Remove all contaminants as required by membrane manufacturer. Surface preparation shall be performed by means approved by Contracting Agency and Roofing/waterproofing Manufacturer.
- 3.4.5 Joints and Cracks
- 3.4.5.1 Joint and Crack Preparation: Joints, cracks and fractures in the structural deck/substrate shall be prepared prior to installation of the roofing/waterproofing membrane to prevent telegraphing through the roofing/waterproofing membrane.
- 3.4.5.1.1 Non-Moving Cracks, Joints, and Voids: Clean out crack/ joint by brushing and oil-free compressed air. Fill crack/joint with polyurethane joint sealant. Voids require the installation of backer rod or other backing material prior to application of the polyurethane joint sealant. Allow to cure as required by joint sealant manufacturer.
- 3.4.5.1.2 Moving Cracks: Clean out crack by brushing and oil-free compressed air. Fill crack with polyurethane joint sealant. Allow to cure as required by joint sealant manufacturer. Following full curing of primer, apply roofing/waterproofing resin and a 4 inch (10 cm) wide strip of membrane (resin and fleece) in strict accordance with Membrane manufacturer's written instructions.

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3.5 PRIMER APPLICATION

3.5.1 General:

- 3.5.1.1 Mix and apply two-component primer in strict accordance with written instructions of Membrane Manufacturer.
- 3.5.1.2 Substrate surface must be dry, with any remaining dust or loose particles removed using clean, dry, oil-free compressed air, industrial vacuum, cloth wipe or a combination of methods.
- 3.5.1.3 Do not apply primer on any substrate containing asphalt, coal-tar pitch, creosote or penta-based materials unless approved in writing by Membrane Manufacturer. Some substrates may require additional preparation before applying primer.

3.5.2 Mixing of Kempertec R Primer:

- 3.5.2.1 Premix primer Component A within clear pouch to obtain consistent appearance. Remove separation cord. Knead primer Component B into Component A and mix the components for approximately 1 minute. The Primer solution should be a uniform color, with no light or dark streaks present.
- 3.5.2.2 Do not thin primer. Determine required primer coverage for each substrate material/condition and apply in strict accordance with written instructions of Membrane Manufacturer.
- 3.5.2.3 Mix only full units of primer. Primer pot life is approximately 5-10 minutes.

3.5.3 Application:

- 3.5.3.1 After mixing, apply the primer with a roller or brush evenly onto the surface in a cross directional method, or utilizing the pour and spread method to fully cover the substrate.
- 3.5.3.2 Where areas to receive new roofing/waterproofing transition to areas scheduled to receive new plywood and sheet metal roofing, new primer shall be applied a minimum of 8" onto the new plywood substrate.
- 3.5.3.3 For EP and EP5 Primer applications, broadcast Kemperol Surfacing sand (0, #18) at the rate of 50 lbs. / 100 ft² into the wet primer to increase surface area and enhance adhesion. Remove excess sand after primer has fully cured prior to membrane application.
- 3.5.3.4 Curing time is approximately 12-16 hours for D and EP primers and approximately 3-4 hours for R and EP5 primers. Kemperol membrane may be applied when the primer is completely dry and without tack. Do not apply Kemperol membrane to tacky or wet primer.
- 3.5.3.5 Exposure of primer in excess of 8 days or premature exposure to moisture may require abrasion of contaminated surface and application of new primer coat.

3.6 MEMBRANE APPLICATION

3.6.1 General:

- 3.6.1.1 Apply the roofing/waterproofing membrane immediately following full curing of the primer in order to obtain the best bond between primer and membrane.
- 3.6.1.2 Mix and apply cold fluid-applied reinforced polyurethane roofing/waterproofing membrane in strict accordance with written instructions of Membrane Manufacturer.
- 3.6.1.3 Primed substrate surface shall be dry, with any remaining dust or loose particles removed using clean, dry, oil-free compressed air, industrial vacuum, cloth-wipe or a combination.
- 3.6.1.4 Where areas to receive new roofing/waterproofing transition to areas scheduled to receive new plywood and sheet metal roofing, new membrane shall be applied a minimum of 8" onto the new plywood substrate.
- 3.6.1.5 Protect all areas where membrane has been installed. Do not work off installed membrane during application of remaining work before 48 hours of curing. Movement of materials and equipment across installed membrane is not acceptable. If movement is necessary, provide complete protection of affected areas.
- 3.6.1.6 Follow the Membrane Manufacturer's recommendation for hot and cold weather application. Monitor surface and ambient temperatures, including the effects of wind chill.

3.6.2 Mixing of Kemperol REFLECT 2K FR Resin: Patina

- 3.6.2.1 Premix resin Component A with a spiral agitator until the liquid is a uniform color. If the ambient

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temperature is below 50 degrees F (10 degrees C), then a weather related additive should be combined and mixed into the Component A.

- 3.6.2.2 Accelerator should be added to resin Component A when ambient temperature is 50 degrees F (10 degrees C) and below. Accelerator should be mixed with the spiral agitator for 2 minutes or until both liquids are thoroughly blended.
 - 3.6.2.3 Pour entire resin Component B into entire resin Component A and thoroughly mix the components with a clean spiral agitator. The Resin solution should be a uniform color, with no light or dark streaks present. Mix only full units, do not break down units.
 - 3.6.2.4 Resin pot life is approximately 30 minutes.
- 3.6.3 Application of Resin/Fleece:
- 3.6.3.1 After the Resin is mixed, using a Kemperol roller nap or brush, apply 2/3 of the resin liberally and evenly onto the surface. Covering one working area at a time, between 10 - 15 sq.ft.
 - 3.6.3.2 Roll the Kemperol Fleece directly into the resin, making sure the SMOOTH SIDE IS FACING UP (natural unrolling procedure), avoiding folds and wrinkles. The fleece will begin to rapidly saturate with the liquid resin mix. Use the roller or brush to work the resin into the fleece, saturating from the bottom up, and eliminating air bubbles, wrinkles, etc. It is important to correct these faults before the resin cures.
 - 3.6.3.3 Apply the remaining 1/3 of the resin to the top of fleece to complete the saturation. Rolling the final coat of resin onto the fleece should result in a glossy appearance. The fleece can only hold so much resin and all excess should be rolled forward to the unsaturated portion of the fleece. The correct amount of resin will completely saturate the fleece. Work wet membrane to avoid any blisters, openings, or lifting at corners, junctions, and transitions. Always assure full resin saturation of fleece.
 - 3.6.3.4 Prevent contact between mixed/unmixed resin and new/existing membrane. If any unmixed resin contacts membrane surface remove immediately and clean thoroughly with a cloth rag.
 - 3.6.3.5 At all fleece seams, allow a 2 inch (5 cm) overlap for all side joints and a 4 inch (10 cm) overlap for all end joints.
 - 3.6.3.6 At membrane tie-offs, clean in-place membrane with MEK when resin has cured. Allow solvents to fully evaporate before application of new resin. DO NOT APPLY PRIMER TO EXISTING KEMPEROL MEMBRANE.

3.7 FLASHING APPLICATION

3.7.1 General:

- 3.7.1.1 Install flashing system in accordance with the requirements/recommendations of the Membrane manufacturer and as indicated on the manufacturer's standard drawings. Provide system with base flashing, edge flashing, penetration flashing, counter flashing, and all other flashings required for a complete watertight system.
- 3.7.1.2 Wherever possible, install the flashings before installing the field membrane to minimize foot traffic over newly installed field membrane.
- 3.7.1.3 All membrane flashings shall be installed concurrently with the roofing/waterproofing membrane as the job progresses. Temporary flashings are not allowed without prior written approval from the Membrane manufacturer. Should any water penetrate the new roofing/waterproofing membrane because of incomplete flashings, the affected area shall be removed and replaced at the Contractor's expense.
- 3.7.1.4 Provide a minimum vertical height of 8 inches for all flashing terminations. Flashing height shall be at least as high as the potential water level that could be reached as a result of a deluging rain and/or poor slope. Do not flash over existing through-wall flashings, weep holes and overflow scuppers.
- 3.7.1.5 All flashings shall be terminated as required by the Membrane Manufacturer.
- 3.7.1.6 Alkalinity surface protection consisting of one application of EP primer and one application of approved broadcast mineral aggregate surfacing shall be applied wherever stone, concrete, or masonry elements will be placed directly over the flashing.

3.7.2 Metal Flashing - General:

- 3.7.2.1 Metal flashings shall be fabricated in accordance with the current recommendations of SMACNA and in accordance with the Manufacturer's standard drawings.
- 3.7.2.2 Metal flashing flanges to which membrane is to be bonded shall be a minimum of 4 inches in width, and

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secured to the substrate or wood nailers 6 inches on center staggered with fasteners appropriate to the substrate type. Flanges shall be provided with a roughened surface that has been cleaned of all oil and other residue.

- 3.7.2.3 Metal edges that will be overlaid with membrane shall be provided with a 1/4 inch minimum hemmed edge.
- 3.7.2.4 Apply primer, resin and fleece to metal flange, extending membrane to outside face of metal edging, and to vertical face of metal base/curb flashing.
- 3.7.3 Membrane Flashing - General:
 - 3.7.3.1 Membrane flashings shall be fabricated with primer appropriate for the substrate surface, resin of the same base chemical type as the field membrane, and fleece of the same weight as the field membrane unless specified otherwise.
 - 3.7.3.2 Primer, resin, and fleece mixing and application methods as specified for field membranes are also suitable for membrane flashing.
 - 3.7.3.3 Fleece shall overlap 2 inches (5 cm) minimum for all joints. Fleece shall be cut neatly to fit all flashing conditions without a buildup of multiple fleece layers. Work wet membrane with a brush or roller to eliminate blisters, openings, or lifting at corners, junctions, and transitions.
- 3.7.4 Pipes, Conduits, and Unusually Shaped Penetrations:
 - 3.7.4.1 Flashing is typically constructed as a two part assembly consisting of a vertical wrap and a horizontal target patch. Provide a minimum of a 2 inch (5 cm) overlap between vertical and horizontal flashing components.
- 3.7.5 Drains and Scuppers:
 - 3.7.5.1 Acceptable drain and scupper materials are galvanized, galvalum, cast iron, cast aluminum, copper, hard PVC, and ABS.
 - 3.7.5.2 Flashing material shall extend 4 inches minimum onto drain or scupper flange and into drain/ scupper body.
 - 3.7.5.3 Install clamping ring if provided as part of the drain or scupper design. Install a strainer basket to prevent debris from clogging the drainage line.
- 3.7.6 Hot Stacks:
 - 3.7.6.1 Protect the membrane components from direct contact with steam or heat sources when the in-service temperature exceeds 170 degrees F. In all such cases flash to an intermediate "cool" sleeve.
 - 3.7.6.2 Fabricate "cool" sleeve in the form of a flanged metal cone using galvanized metal, mechanically attached to the structure or wood nailers.
 - 3.7.6.3 Flashing is typically constructed as a two part assembly consisting of a vertical wrap and a horizontal target patch. There must be a minimum of a 2 inch (5 cm) overlap between vertical and horizontal flashing components.
- 3.7.7 Flexible Penetrations:
 - 3.7.7.1 Provide a weathertight gooseneck of round cross-section for each penetration or group of penetrations. Set in water cut-off mastic and secure to the structural substrate.
 - 3.7.7.2 Flashing is typically constructed as a two part assembly consisting of a vertical wrap and a horizontal target patch. There must be a minimum of a 2 inch (5 cm) overlap between vertical and horizontal flashing components.
- 3.7.8 Walls, Curbs and Base Flashings:
 - 3.7.8.1 Wall, curb and base flashings shall be installed to solid substrate surfaces only. Adhering to gypsum-based panels, cementitious stucco, synthetic stucco, wood or metal siding, and other similar materials is not acceptable.
 - 3.7.8.2 Reinforce all transition locations and other potential wear areas with a 4 inch wide membrane strip evenly positioned over the transition prior to installing the exposed flashing layer.
 - 3.7.8.3 Reinforce all inside and outside corners with a 4 inch diameter conical piece of membrane prior to installing the exposed flashing layer.

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- 3.7.8.4 All pins, dowels and other fixation elements shall be flashed separately with a vertical flashing component prior to installing the exposed flashing layer.
- 3.7.8.5 Extend flashing a minimum of 4 inches onto the field substrate surface.
- 3.7.9 Drip Edges and Gravel Stops:
 - 3.7.9.1 Metal drip edges and gravel stops shall be installed to solid substrate surfaces or wood nailers only. Securement to gypsum-based panels, cementitious stucco, synthetic stucco, wood or metal siding or coping, and other similar materials is not acceptable.
 - 3.7.9.2 Flash all drip edges and gravel stops by extending the field membrane all the way to the edge of the exposed face prior to installing the metal edging. Strip in the metal flange with a separate 8 inch wide strip of membrane adhered to both the securement flange and to the field membrane.
 - 3.7.9.3 For conditions where water infiltration behind the exposed drip edge or gravel stop face is possible, install a separate membrane layer positioned behind the face area and extending a minimum of 4 inches past the securement flange onto the field substrate prior to installing the drip edge or gravel stop.
- 3.7.10 Field Fabricated Control or Expansion Joint Flashing:
 - 3.7.10.1 Control or expansion joints in excess of 2 inches in width and all expansion joints subject to vehicular traffic require the use of a separate engineered joint system.
 - 3.7.10.2 Grind or otherwise bevel the inside edges of the joint opening to provide a smooth transition edge for the fleece.
 - 3.7.10.3 Flashing typically consists of a fully saturated membrane bottom layer looped into the joint as a cradle, a compressible foam or rubber insert at 25 percent compression fitted into the joint, and a membrane top layer applied over the joint. Extend both fleece layers 4 inches minimum onto the field substrate on both sides of the joint.
 - 3.7.10.4 Apply the field membrane over the entire joint area.
- 3.7.11 Electrical Conduit, Gas Lines and Lightning Protection
 - 3.7.11.1 Supports for electrical conduit and gas lines greater than 1 inch in diameter require the use of a separate engineered support system.
 - 3.7.11.2 Supports for electrical conduit and gas lines 1 inch or less in diameter, and bases for lightning protection rods and cable, can be adhered directly to the membrane surface with a single-component, polyurethane construction adhesive.
- 3.8 TEMPORARY CLOSURES AND WATERSTOPS
 - 3.8.1 Ensure that moisture does not damage any completed section of the new roofing/waterproofing system. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition. All temporary closures shall be made as recommended or required by the membrane manufacturer.
- 3.9 FIELD QUALITY CONTROL
 - 3.9.1 Prepare a written report of results of successful and unsuccessful inspection testing and submit to Contracting Agency within 7 days following each test. Report shall include date of test, project name, list of products being applied and tested, name of applicator, name of Contractor, and conditions causing failure of roofing/waterproofing in event of an unsuccessful test.
 - 3.9.2 Complete all post installation procedures in accordance with the manufacturer's guidelines for warranty issuance of the specified warrantee.
 - 3.9.3 Notification of Completion: Notify the membrane manufacturer of job completion and schedule a final inspection date.
 - 3.9.4 Final Inspection: At the completion of the Work meet with the membrane manufacturer's technical field representative to evaluate the completed installation of the field and flashing membrane. Complete all

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previously noted punch list items prior to the scheduled meeting.

- 3.9.5 Correction of Work: Work that does not conform to specified requirements including tolerances, slopes, and finishes shall be corrected and/or replaced. Any deficiencies of membrane application, termination and/or protection as noted during the Membrane Manufacturer's inspections shall be corrected and/or replaced.
- 3.10 CLEANING
 - 3.10.1 Clean-Up: Site cleanup, including both interior and exterior building areas that have been affected by construction, shall be restored to preconstruction condition.
 - 3.10.2 Roofing/waterproofing materials, components and accessories shall be removed from Site and taken to a legal dumping area authorized to receive such materials.
 - 3.10.3 Disposal of Primer and Resin: Cured resin may be disposed of in standard landfills. Uncured resin is considered a hazardous material and must be handled as such, in accordance with local, state and federal regulation
- 3.11 PROTECTION
 - 3.11.1 Protect building components with tarps or other suitable materials, from soil, stains, or spills at all hoisting points and areas of application.
 - 3.11.2 Any such damage shall be repaired at Contractor's expense to Contracting Agency's's satisfaction or be restored to original condition.
 - 3.11.3 Provide barricades, retaining ropes, safety elements and any appropriate signage required.
 - 3.11.4 Protect finished roofing/waterproofing membrane from damage by other trades by the use of a cushioning layer such as 1 inch thick expanded polystyrene insulation and an impact layer such as 1/2 inch thick exterior-grade plywood.
 - 3.11.5 Do not allow waste products containing petroleum, grease, acid, solvents, vegetable or mineral oil, animal oil, animal fat, etc. or direct steam venting to come into direct contact with the membrane unless approved by manufacturer's chemical resistance chart.
 - 3.11.6 Eliminate construction traffic on newly tested membrane systems. Do not store construction materials on unprotected membrane surfaces.
 - 3.11.7 Membrane areas that are observed to be trafficked or used as a storage/working platform shall be retested and immediately repaired and covered with insulation and drainage composite.

END OF SECTION

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SECTION 07 62 00 – Sheet Metal Flashing and Trim

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section Includes: Prefinished, prefabricated structural siding system with continuous interlocking joints.
- B. Related Requirements:
 - 1. Section 06 10 00: Rough Carpentry
 - 2. Section 07 62 00: Sheet Metal Flashing and Trim
 - 3. Section 07 72 00: Sheet Metal Roof Accessories/Roof Specialties
 - 4. Section 07 92 00: Joint Sealants

1.3 REFERENCES

- A. Reference Standards:
 - 1. ASTM A653/A924: Steel Sheet, Zinc Coated (Galvanized) Class G90 by the Hot Dip Process
 - 2. ASTM A792: Steel Sheet, Aluminum/Zinc (Galvanized), AZ-50 (painted), AZ-55 (unpainted) by the Hot Dip Process.
 - 3. ASTM A755/A7565-18: Specification for Steel Sheet, Metallic Coted by the Hot-Dip Process for Exterior Exposed Building Products.
 - 4. ASTM B209 Specification for Aluminum and Aluminum Alloy Sheet and Plate
 - 5. CRRC-1 Method #1: Measuring Solar Reflectance of a Flat, Opaque, and Heterogeneous Surface Using a Portable Solar Reflectometer.
 - 6. SMACNA Architectural Sheet Metal Manual.
 - 7. UL-790: Standard for Fire Resistance and Roof Covering Materials.
 - 8. US Environmental Protection Agency: Energy Star Reflective Roof Products
 - 9. US Green Building Council (USGBC): Leadership in Energy and Environmental Design (LEED).
 - 10. Environmental Product Declaration/Health Product Declaration.
 - 11. National Coil Coaters Association (NCCA)
 - 12. NRCA- The NRCA Roofing and Waterproofing Manual
 - 13. AAMA Paint Standards: 620, 2603, 2604, 2605 (Aluminum Substrate) and 621-96 (Steel Substrate)
 - 14. NAAAMM- National Association of Metal Manufacturers

1.4 SUBMITTALS FOR INFORMATION

- A. Product Data.
- B. Mill production reports certifying that the steel thicknesses are within allowable tolerances of the nominal or minimum thickness or gauge specified.
- C. Shop Drawings:

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1. Indicate thickness and dimensions of parts, fastenings and anchoring methods, details and locations of joints, transitions and other provisions necessary for thermal expansion and contraction.
 2. Indicate locations of field-applied sealant.
- D. Samples:
1. Submit two samples, 12 inches long by full panel width, showing proposed metal thickness and flashing profile.
 2. Submit standard color samples of metal for Architect's selection.
- E. Manufacturer Qualifications: Add manufacturer's signed letter supporting both financial capability and at least 5 projects of comparable size with architect and contractor contact information.
- F. Installer Qualifications: Submit list of five completed projects, with names and contact information for architects and contractors.
- G. Test Reports: Indicate compliance of products with project requirements.
- I. Warranty Documentation: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer, installing contractor, and the Owner.
- J. Any material submitted as equal to the specified material must be accompanied by a report reviewed by a professional engineer licensed in the state in which the installation takes place. This report shall show that the submitted equal product(s) meets the Design and Performance criteria in this specification. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance. The owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
1. Ten years' experience, minimum, in the factory fabrication of metal flashing.
- B. Installer Qualifications:
1. Three years' experience, minimum, in the successful manufacture and/or application of metal flashing for roof or siding systems.
 2. Five satisfactory projects with metal flashing work of similar product(s), scope and complexity to Work of this Project.
 3. Installer must be approved by manufacturer, in writing, prior to bid. Approval document must be included with project bid.
- C. Source Limitations: Obtain all components of roofing or siding flashing system (including underlayment) from a single manufacturer, including roll goods materials if required. Secondary products that are required shall be recommended and approved in writing by the flashing system manufacturer.
- D. Alternate Manufacturers: The following manufacturer criteria must be submitted. Alternate systems will not be considered for approval unless each of these items has been submitted for review at least 15 business days prior to bid opening:
1. Submit each item listed in article 1.4 (A through E) for evaluation of the proposed system
 2. Tests shall have been made for identical systems within the ranges of specified performance criteria.
 3. A list of a minimum of five (5) jobs where the proposed alternate material was used under similar conditions. The reference list shall include date of project, size of project, project address, and telephone number of architect/owner contact.

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4. A written statement from a corporate officer of the manufacturing company stating that he or she has reviewed the specifications and confirms that the proposed system meets or exceeds all performance requirements listed as well as meets the flashing size, gauge, weight, fastening design, sealant design, and uplift pressures.
5. Proof that the manufacturer has been in business for a minimum number of years equal to the warranty period required for this project.

1.6 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-installation conference approximately two (2) weeks before scheduled commencement of flashing system installation and associated work.
- B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive flashing work, Architect, Owner, flashing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, testing agencies, and governing authorities.
- C. Objectives of conference to include:
 1. Review foreseeable methods and procedures related to flashing work, including set up and mobilization areas for stored material and work area.
 2. Tour representative areas where flashing will be installed; inspect and discuss condition of substrate, penetrations and other preparatory work performed by others.
 3. Review structural loading limitations of substrate and inspect for loss of flatness and for required attachment.
 4. Review flashing system requirements (drawings, specifications and other contract documents).
 5. Review required submittals both completed and yet to be completed.
 6. Review and finalize construction schedule related to flashing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 7. Review required inspection, testing, certifying and material usage accounting procedures.
 8. Review weather and forecasted weather conditions and procedures for coping with un favorable conditions, including possibility of temporary tarps
 9. Record discussion of conference including decisions and agreements (or disagreements) reached. Furnish a copy of records to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
 10. Review notification procedures for inclement weather or non-working days.
- D. The Owner's Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.
- E. The intent of the conference is to resolve issues affecting the installation and performance of flashing work. Do not proceed with flashing work until such issues are resolved to the satisfaction of the Owner and Engineer of Record. This shall not be construed as interference with the progress of Work on the part of the Owner or Engineer of Record.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Storage and Handling Requirements:
 1. Keep flashing and accessory items dry.
 2. Protect against damage and discoloration.
 3. Handle flashing with non-marring slings.
 4. Support flashing to prevent permanent deformation.
 5. Store flashing above ground, with one end elevated for drainage.
 6. Protect flashing against standing water and condensation between adjacent surfaces.

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7. If flashing becomes wet, immediately separate sheets, wipe dry with clean cloth, and keep sheets separate for air-drying.
 8. Painted flashing may (depending on material or coating) be shipped with protective plastic sheeting or a strippable film coating between parts. Remove strippable film coating prior to installation. Do not allow strippable film coating to remain on flashing in extreme heat, cold, or direct sunlight or other UV source.
 9. Do not allow flashing to contact treated lumber.
 10. Adequately cover/protect metal flashing with tarpaulins, scrim sheeting, or similar protection during transit to prevent dirt and debris from coming in contact with the exposed finished surfaces of finished goods.
 11. Protect packaged flashing and accessories from UV sources, dirt or sand, and precipitation until they are used.
- B. Installer's responsibilities:
1. Stack pre-finished materials to prevent twisting, bending, abrasion and denting and elevate one end to facilitate moisture run-off.
 2. Unload flashing or sheet stock with equipment that will adequately support them to prevent damage. Verify equipment is sufficient to lift the weight of flashing/sheets while still in crating. Certified riggers may be required.
 3. Protect moisture-sensitive and water-based materials from the weather.
 4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

1.8 PROJECT CONDITIONS

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage and protection requirements for flashing system.
1. Protection:
 - a) Protect installed flashing from subsequent construction operations. Comply with Manufacturer's recommendations.
- B. Ascertain that work of other trades penetrating the flashing substrate is made watertight and approved prior to installation of new metal flashing system.

1.9 DESIGN AND PERFORMANCE CRITERIA

- A. Thermal Expansion and Contraction.
1. The completed metal flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
 2. The design temperature differential shall be not less than [120] °F and based on historical high and low temperatures in the area of the installation.
 3. Interface between flashing and fastener shall provide for adequate thermal movement in each direction along the longitudinal direction.

1.10 WARRANTY

The project is within 1,000 feet from salt water. Project finish shall be that necessary to qualify for the specified warranty period below.

- A. Manufacturer's Finish Warranty: Manufacturer's standard 35-year performance warranty, stating the following:
1. Architectural fluorocarbon finish: Polyvinylidene Fluoride (PVDF- Kynar 500® or Duranar®).
 - a) Will be free of fading or color change in excess of 5 Hunter delta-E units as determined by ASTM D2244-02.
 - b) Will not chalk in excess of numerical rating of 8 when measured in accordance with standard procedures specified in ASTM D4214-98 method D659.

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- c) Will not peel, crack, chip, or delaminate.
- B. Installer's Warranty: Warrant flashings, sealants, fasteners and accessories against defective materials and/or workmanship, covering repairs required to maintain flashing system watertight and weatherproof with normal usage for two years following Project Substantial Completion date.
 - 1. Furnish written warranty, signed by installer.

PART 2 – PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Products: Provide the following:
 - 1. Taylor Metal Products' Sheet Metal Flashing and Trim Products or approved equivalent, subject to the approval procedures as set forth in these Technical Specifications.
- B. Substitution Limitations: Substitutions will be considered in accordance with these Technical Specifications.
- C. Performance Criteria
 - 1. Thermal Movements: Accommodate thermal movement without buckling, joint opening, overstressing components, failure of connections, or other detrimental effects, through the following temperature changes:
 - a) 120 degrees F, ambient.
 - b) 180 degrees F, material surface.

2.2 FLASHING, TRIM, AND SHEET STOCK

- A. Products: Sheets, Sheet Metal Flashing and Trim
 - 1. Manufacturer
 - a) Taylor Metal Products: 4566 Ridge Drive NE, Salem OR: 800-574-1388: or approved equivalent.
 - 2. Basis of Design- Taylor Metal Products' Sheets, Sheet Metal Flashing and Trim:
 - a) Material: Aluminum, .032"
 - b) Thickness and yield strength as required for performance indicated: Aluminum-zinc alloy coating conforming to ASTM A792, Class AZ50).
 - c) Sheet/Flashing Finish:
 - i. Marine Guard™ (Marine or Corrosive environments) consisting of a high-build, corrosion resistant primer, finish coat, and clear top coat
 - d) Color: Dark Bronze
 - e) ZINCALUME® Plus/Galvalume® Plus protective coating for unpainted aluminum-zinc alloy coating.
 - f) Sheet/Flashing Color: Dark Bronze
 - 3. Joint Sealant: Field applied, high-grade sealant placed within the confines of the flashing lap or seam joint.
 - 4. Exposed Sealant Joints: Manually applied, high-grade UV resistant sealant. The sealant must be paintable and remain flexible when cured to allow thermal movement. Polyether and Polyurethane sealants are acceptable. Use silicone-based sealants for high temperature applications (silicone sealants are generally not paintable).

2.3 FASTENERS

- A. Fasteners: As recommended by manufacturer for performance indicated (size, lengths, concealed or exposed fasteners) and roof material specified.

2.4 ACCESSORIES

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- A. Trims and Flashings: Material, metal thickness, and finish to match panels. Profiles indicated in drawings.
 - 1. Provide manufacturer's standard accessories and other items essential to completeness of metal panel/flushing installation.
- B. Penetration Flashings: As recommended by panel manufacturer; designed to provide sufficient movement to prevent creation of points of fixity at penetrations.
- C. Sealant for Field Application: High grade curing or non-curing butyl, Polyether, Silicone, and curing urethane sealant as recommended by panel manufacturer. Do not use sealant containing asphalt. See also section "07 92 00" Joint Sealants.

2.5 FABRICATION

- A. Fabrication, General:
 - 1. Unless otherwise shown on the drawings or specified herein, fabricate flashing in the most practical lengths to reduce waste and number of joints. 10 ft. is standard with options from 4 ft. to 20' 10".
 - 2. Flashing materials shall be factory correctively leveled.
- B. Fabrication Tolerances:
 - 1. Flat metal surfaces will display waviness commonly referred to as "oil canning". This is caused by steel mill tolerances and is a characteristic, not a defect, of flashing manufactured from light gauge metal. Flashing materials are factory correctively leveled to minimize the occurrence of "oil canning", twisting, or buckling. As such, "oil canning" will not be accepted as cause for rejection.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: With Installer present.
 - 1. Examine conditions and substrates on which metal flashing are to be installed. Structural support or substrate shall be flat and plumb to avoid flashing stresses and distortion.
 - 2. Prior to starting work, correct defects.
- B. Field Measurements:
 - 1. Coordinate field measurements and fabrication schedule with construction progress.
 - 2. Field measure prior to fabrication. Show recorded dimensions on shop drawings, including locations of shop-fabricated openings.
 - 3. If field measurements differ from drawing dimensions, notify Architect prior to fabrication.
- C. Substrate Tolerances: Deviations from flat plane shall not exceed the following.
 - 1. 1/4 inch in 20 feet.
 - 2. 1/2 inch across building elevation.
 - 3. 1/8 inch in 5 feet.

3.2 PREPARATION

- A. Substrate and Underlayment: Install according to approved shop drawings and metal flashing manufacturer's recommendations.

3.3 INSTALLATION

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- A. Flashing and Trim: Comply with manufacturer's instructions for assembly, installation and erection for weathertight installation.
 - 1. Install according to approved shop drawings.
 - 2. Install flashing in accordance with manufacturer's instructions and recommendations. Anchor securely in place using clips and fasteners spaced in accordance with manufacturer's recommendations.
 - 3. Comply with methods and recommendations of SMACNA Architectural Sheet Metal Manual for flashing configurations required.
 - 4. Discrepancies between job site conditions and shop drawings shall be brought to the attention of the Architect for resolution.
 - 5. Cutting and Fitting:
 - a) Cut flashing neat, square, and true with shearing action cutters. Torch or power saw cutting is prohibited.
 - b) Openings 6 inches and larger: Shop fabricate and reinforce to maintain original load capacity.
 - c) Openings less than 6 inches: Field cutting is acceptable.
 - 6. Dissimilar Metals or Materials:
 - a) Where flashing or trim may come in contact with dissimilar metals or treated lumber, fabricate transition to facilitate drainage and minimize possibility of galvanic action. Galvanic action can cause flashing and trim to fail prematurely.
 - b) At points of contact with dissimilar metal or treated lumber, coat flashing and trim with protective paint or separate materials with a weatherproof underlayment.
 - c) Direct contact or run-off from CCA, ACQ, CA, or other treated lumber (outdoor wood) or fire retardant impregnated or treated wood shakes or siding can cause flashing and trim to fail prematurely. Avoid contact with these materials.
- B. Accessories: Install trims, flashings, and roofing/siding specialties according to Drawings and manufacturer's recommended details.
- C. Sealant Installation: Apply according to approved shop drawings and SMACNA Architectural Sheet Metal Manual recommendations.
 - 1. Provide weatherproof installation.

3.4 CLEANING

- A. Repairs:
 - 1. Touch up paint is not required for flashing with scratches that do not expose base metal.
 - 2. PVDF (air dryable) touch up paint pens are recommended for minor scratches showing the substrate. Use minimal paint to fill scratch.
 - 3. Flashing with finish damage exposing metal or with substrate damage shall be replaced.
- B. Cleaning and Waste Management:
 - 1. At completion of each day's work and at work completion, wipe flashing clean. Do not allow fasteners, cuttings, filings, or scraps to accumulate on installed or stored flashing.
 - 2. Clean exposed surfaces of work promptly after completion of installation.

3.5 PROTECTION

- A. Protect Work as required to ensure that flashing will be without damage at Final Completion.

END OF SECTION

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SECTION 07 72 00 - ROOF ACCESSORIES

1.1 GENERAL

- A. Section Includes requirements for the items listed below, if items are damaged during demolition or roof replacement operations and require replacement as directed by the Contracting Agency:

1. Roof curbs.
2. Equipment supports.
3. Pipe and duct supports.

All pipe or vent penetrations shall receive a new preformed flashing sleeves or boot.

- B. Related Requirements:

1. Section 07 41 00 "Sheet Metal Roofing".
2. Section 07 62 00 "Sheet Metal Flashing and Trim"
3. Section 07 92 00 "Joint Sealants"

1.2 COORDINATION

- A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
- B. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of roof accessory.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For roof accessories.
1. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.
- C. Samples: For each exposed product and for each color and texture specified, prepared on Samples of size to adequately show color.
- D. Delegated Design Submittal: For accessories indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
1. Detail mounting, securing, and flashing of roof-mounted items to roof structure. Indicate coordinating requirements with roof membrane system.
 2. Wind-Restraint Details: Detail fabrication and attachment of wind restraints. Show anchorage details and indicate quantity, diameter, and depth of penetration of anchors.

- E. Sustainable Design Submittals:

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Indicate the following:

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1. Size and location of roof accessories specified in this Section.
2. Method of attaching roof accessories to roof or building structure.
3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
4. Required clearances.

B. Sample Warranties: For manufacturer's special warranties.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For roof accessories to include in operation and maintenance manuals.

1.6 WARRANTY

A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof accessories such as curbs and equipment supports shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Delegated Design: Engage a qualified professional engineer to design roof curbs and equipment supports to comply with wind performance requirements, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- C. Wind-Restraint Performance: See code requirements.

2.2 ROOF CURBS

- A. Roof Curbs: Internally reinforced roof-curb units capable of supporting superimposed live and dead loads, including equipment loads and other construction indicated on Drawings, bearing continuously on roof structure, and capable of meeting performance requirements; with welded or mechanically fastened and sealed corner joints, straight sides, and integrally formed deck-mounting flange at perimeter bottom.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equivalent:
 - a. Adaptable Air Products.

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- b. AES Industries, Inc.
 - c. Air Balance; a division of MESTEK, Inc.
 - d. Conn-Fab Sales, Inc.
 - e. Curbs Plus, Inc.
 - f. Custom Solution Roof and Metal Products.
 - g. Greenheck Fan Corporation.
 - h. KCC International Inc.
 - i. Kingspan Light + Air, North America.
 - j. Lloyd Industries, Inc.
 - k. LMCurbs.
 - l. Louvers & Dampers, Inc.; a division of Mestek, Inc.
 - m. Metallic Products Corp.
 - n. Milcor; Commercial Products Group of Hart & Cooley, Inc.
 - o. Pate Company (The).
 - p. Plenums Incorporated.
 - q. Roof Curb Systems.
 - r. Roof Products and Systems (RPS); a division of Hart & Cooley, Inc.
 - s. Roof Products, Inc.
 - t. Thybar Corporation.
 - u. Vent Products Co., Inc.
 - v. Other manufactures not listed, subject to approval by the Contracting Agency.
- B. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.
- C. Supported Load Capacity: Dead load of equipment supported plus design roof snow load
- D. Material: Aluminum sheet, 0.125 inch (3.17 mm)
- 1. Finish: Baked enamel or powder coat.
 - 2. Color: Dark bronze
- E. Construction:
- 1. Curb Profile: Manufacturer's standard compatible with roofing system.
 - 2. On ribbed or fluted metal roofs, form deck-mounting flange at perimeter bottom to conform to roof profile.
 - 3. Fabricate curbs to minimum height of 12 inches (305 mm) above roofing surface unless otherwise indicated.
 - 4. Top Surface: Level top of curb, with roof slope accommodated by sloping deck-mounting flange or by use of leveler frame.
 - 5. Sloping Roofs: Where roof slope exceeds 1:48, fabricate curb with perimeter curb height tapered to accommodate roof slope so that top surface of perimeter curb is level. Equip unit with water diverter or cricket on side that obstructs water flow.
 - 6. Platform Cap: Where portion of roof curb is not covered by equipment, provide weathertight platform cap formed from 3/4-inch- (19-mm-) thick plywood covered with metal sheet of same type, thickness, and finish as required for curb.
 - 7. Metal Counterflashing: Manufacturer's standard, removable, fabricated of same metal and finish as curb.

2.3 PREFORMED FLASHING SLEEVES

- A. Exhaust Vent Flashing: Double-walled metal flashing sleeve or boot, insulation filled, with integral deck flange, 12 inches (300 mm) high, with removable metal hood and perforated metal collar.
- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equivalent:
 - a. Custom Solution Roof and Metal Products.

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- b. Menzies Metal Products.
 - c. Thaler Metal Industries Ltd.
2. Metal: Aluminum sheet, 0.063 inch (1.60 mm) thick.
 3. Diameter: match existing.
 4. Finish: Manufacturer's standard.

B. Vent Stack Flashing: Metal flashing sleeve, uninsulated, with integral deck flange.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equivalent:
 - a. Custom Solution Roof and Metal Products.
 - b. Menzies Metal Products.
 - c. Milcor; Commercial Products Group of Hart & Cooley, Inc.
 - d. Thaler Metal Industries Ltd.
2. Metal: Aluminum sheet, 0.063 inch (1.60 mm) thick.
3. Height: match existing.
4. Diameter: match existing.
5. Finish: Manufacturer's standard.

2.4 METAL MATERIALS

A. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A792/A792M, AZ50 (AZM150) coated.

1. Factory Prime Coating: Where field painting is indicated, apply pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat, with a minimum dry film thickness of 0.2 mil (0.005 mm).

B. Aluminum Sheet: ASTM B209 (ASTM B209M), manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.

1. Mill Finish: As manufactured.

C. Aluminum Extrusions and Tubes: ASTM B221 (ASTM B221M), manufacturer's standard alloy and temper for type of use, finished to match assembly where used; otherwise mill finished.

2.5 MISCELLANEOUS MATERIALS

A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.

B. Underlayment:

1. Self-Adhering, High-Temperature Sheet: Minimum 40 mils thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.

C. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide

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nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:

1. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.

D. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.

E. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement.

2.6 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.

B. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

C. Verify dimensions of roof openings for roof accessories.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install roof accessories in accordance with manufacturer's written instructions.

1. Install roof accessories level; plumb; true to line and elevation; and without warping, jogs in alignment, buckling, or tool marks.

2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.

3. Use fasteners, separators, seals, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.

4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.

B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

1. Coat concealed side of uncoated aluminum roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.

2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of underlayment and cover with manufacturer's recommended slip sheet.

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3. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof accessories for waterproof performance.

C. Roof Curb Installation: Install each roof curb so top surface is level.

D. Equipment Support Installation: Install equipment supports so top surfaces are level with each other.

E. Pipe Support Installation: Comply with MSS SP-58 and MSS SP-89. Install supports and attachments as required to properly support piping. Arrange for grouping of parallel runs of horizontal piping, and support together.

1. Pipes of Various Sizes: Space supports for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.

F. Preformed Flashing-Sleeve Installation: Secure flashing sleeve to roof membrane in accordance with flashing-sleeve manufacturer's written instructions; flash sleeve flange to surrounding roof membrane in accordance with roof membrane manufacturer's instructions.

G. Seal joints with butyl sealant as required by roof accessory manufacturer.

3.3 REPAIR AND CLEANING

A. Touch up factory-primed surfaces with compatible primer ready for field painting in accordance with Section 099113 "Exterior Painting."

B. Clean exposed surfaces in accordance with manufacturer's written instructions.

C. Clean off excess sealants.

D. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION

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SECTION 07 92 00 JOINT SEALANTS

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. This section covers interior and exterior sealant and their application, wherever required for complete installation of building materials or systems.

1.2 RELATED WORK (INCLUDING BUT NOT LIMITED TO THE FOLLOWING):

- A. 07 41 13 Metal Roof Panels
- B. 07 41 16 Copper Roof Preservation System
- B. 07 62 00 Sheet Metal Flashing and Trim
- C. 07 72 00 Roofing Accessories

1.3 QUALITY ASSURANCE:

- A. Installer Qualifications: An experienced installer with a minimum of three (3) years' experience and who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance. Submit qualification.
- B. Source Limitations: Obtain each type of joint sealant through one (1) source from a single manufacturer.
- C. Product Testing: Obtain test results from a qualified testing agency based on testing current sealant formulations within a 12-month period.
 - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C1021.
 - 2. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C920, and where applicable, to other standard test methods.
 - 3. Test elastomeric joint sealants according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C920 for adhesion and cohesion under cyclic movement, adhesion-in peel, and indentation hardness.
 - 4. Test other joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.
- D. Lab Tests: Submit samples of materials that will be in contact or affect joint sealants to joint sealant manufacturers for tests as follows:
 - 1. Adhesion Testing: Before installing elastomeric sealants, test their adhesion to protect joint substrates according to the method in ASTM C794 to determine if primer or other specific joint preparation techniques are required.
 - 2. Compatibility Testing: Before installing elastomeric sealants, determine compatibility when in contact with glazing and gasket materials.
 - 3. Stain Testing: Perform testing per ASTM C1248 on interior and exterior sealants to determine if sealants or primers will stain adjacent surfaces. No sealant work is to start until results of these tests have been submitted to the Contracting Agency and the Contracting Agency has given written approval to proceed with the work.
 - 2. Conduct field tests for each application indicated below:
 - a. Each type of elastomeric sealant and joint substrate indicated.
 - b. Each type of non-elastomeric sealant and joint substrate indicated.
 - 3. Notify Contracting Agency seven (7) days in advance of dates and times when test joints will be erected.

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1.4 CERTIFICATION:

- A. Contractor is to submit to the Contracting Agency written certification that joints are of the proper size and design, that the materials supplied are compatible with adjacent materials and backing, that the materials will properly perform to provide permanent watertight, airtight or vapor tight seals (as applicable), and that materials supplied meet specified performance requirements.

1.5 SUBMITTALS:

- A. Submit in accordance with Section 01 33 00, SUBMITTAL PROCEDURES.
- B. Installer qualifications.
- C. Contractor certification.
- D. Manufacturer's installation instructions for each product used.
- E. Cured samples of exposed sealants for each color.
- F. Manufacturer's Literature and Data:
 - 1. Primers
 - 2. Sealing compound, each type, including compatibility when different sealants are in contact with each other.
- G. Manufacturer warranty.

1.6 PROJECT CONDITIONS:

- A. Environmental Limitations:
 - 1. Do not proceed with installation of joint sealants under following conditions:
 - a. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 4.4 degrees C (40 degrees F).
 - b. When joint substrates are wet.
- B. Joint-Width Conditions:
 - 1. Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
- C. Joint-Substrate Conditions:
 - 1. Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

1.7 DELIVERY, HANDLING, AND STORAGE:

- A. Deliver materials in manufacturers' original unopened containers, with brand names, date of manufacture, shelf life, and material designation clearly marked thereon.
- B. Carefully handle and store to prevent inclusion of foreign materials.
- C. Do not subject to sustained temperatures exceeding 32 degrees C (90 degrees F) or less than 5 degrees C (40 degrees F).

1.8 DEFINITIONS:

- A. Definitions of terms in accordance with ASTM C717 and as specified.
- B. Backing Rod: A type of sealant backing.
- C. Bond Breakers: A type of sealant backing.
- D. Filler: A sealant backing used behind a back-up rod.

1.9 WARRANTY:

- B. Manufacturer Warranty: Manufacturer shall warranty their sealant for a minimum of five (5) years from the date of installation and final acceptance by the Contracting Agency. Submit manufacturer warranty.

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1.10 APPLICABLE PUBLICATIONS:

- A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by basic designation only.
- B. ASTM International (ASTM):
 - C509-06 Elastomeric Cellular Preformed Gasket and Sealing Material
 - C717-14a Standard Terminology of Building Seals and Sealants
 - C734-06(R2012) Test Method for Low-Temperature Flexibility of Latex Sealants after Artificial Weathering
 - C794-10 Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants
 - C919-12 Use of Sealants in Acoustical Applications.
 - C920-14a Elastomeric Joint Sealants.
 - C1021-08(R2014) Laboratories Engaged in Testing of Building Sealants
 - C1193-13 Standard Guide for Use of Joint Sealants.
 - C1248-08(R2012) Test Method for Staining of Porous Substrate by Joint Sealants
 - C1330-02(R2013) Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants
 - C1521-13 Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints
 - D217-10 Test Methods for Cone Penetration of Lubricating Grease
 - D1056-14 Specification for Flexible Cellular Materials—Sponge or Expanded Rubber
 - E84-09 Surface Burning Characteristics of Building Materials
- C. Sealant, Waterproofing and Restoration Institute (SWRI).
The Professionals' Guide
- D. Environmental Protection Agency (EPA):
 - 40 CFR 59(2014) National Volatile Organic Compound Emission Standards for Consumer and Commercial Products

PART 2 - PRODUCTS

2.1 SEALANTS:

- A. Exterior Sealants:
 - 1. Vertical surfaces, provide non-staining ASTM C920, Type S or M, Grade NS, Class 25, Use NT
 - 2. Horizontal surfaces, provide ASTM C920, Type S or M, Grade P, Class 25, Use T.
 - 3. Provide location(s) of exterior sealant as follows:
 - a. Joints formed where frames and subsills of windows, doors, louvers, and vents adjoin masonry, concrete, or metal frames. Provide sealant at exterior surfaces of exterior wall penetrations.
 - b. Metal to metal.
 - c. Metal reglets, where flashing is inserted into masonry joints, and where flashing is penetrated by coping dowels.

2.2 COLOR:

- A. Color of sealants to be brown or dark bronze and closely match the roof sheeting color, unless otherwise indicated in construction documents. Sealants at the joint between the Copper Roof Preservation membrane and sheet metal roofing shall be gray,

2.3 JOINT SEALANT BACKING:

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, of type indicated below and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
 - 1. Type C: Closed-cell material with a surface skin.

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- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D1056 or synthetic rubber (ASTM C509), nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 32 degrees C (minus 26 degrees F). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.4 WEEPS:

A. Weep/Vent Products: Provide the following unless otherwise indicated or approved.

1. Round Plastic Tubing: Medium-density polyethylene, 10 mm (3/8-inch) OD by thickness of penetrated feature.

2.5 FILLER:

- A. Mineral fiberboard: ASTM C612, Class 1.
- B. Thickness same as joint width.
- C. Depth to fill void completely behind back-up rod.

2.6 PRIMER:

- A. As recommended by manufacturer of caulking or sealant material.
- B. Stain free type.

2.7 CLEANERS-NON POROUS SURFACES:

- A. Chemical cleaners compatible with sealant and acceptable to manufacturer of sealants and sealant backing material. Cleaners to be free of oily residues and other substances capable of staining or harming joint substrates and adjacent non-porous surfaces and formulated to promote adhesion of sealant and substrates.

PART 3 - EXECUTION

3.1 INSPECTION:

- A. Inspect substrate surface for bond breaker contamination and unsound materials at adherent faces of sealant.
- B. Coordinate for repair and resolution of unsound substrate materials.
- C. Inspect for uniform joint widths and that dimensions are within tolerance established by sealant manufacturer.

3.2 PREPARATIONS:

- A. Prepare joints in accordance with manufacturer's instructions and SWRI (The Professionals' Guide).
- B. Clean surfaces of joint to receive caulking or sealants leaving joint dry to the touch, free from frost, moisture, grease, oil, wax, lacquer paint, or other foreign matter that would tend to destroy or impair adhesion.
 1. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants.
 2. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air. Porous joint surfaces include but are not limited to the following:

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- a. Concrete.
- b. Masonry.
- c. Unglazed surfaces of ceramic tile.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous surfaces include but are not limited to the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- C. Do not cut or damage joint edges.
- D. Apply non-staining masking tape to face of surfaces adjacent to joints before applying primers, caulking, or sealing compounds.
 1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- E. Apply primer to sides of joints wherever required by compound manufacturer's printed instructions or as indicated by pre-construction joint sealant substrate test.
 1. Apply primer prior to installation of back-up rod or bond breaker tape.
 2. Use brush or other approved means that will reach all parts of joints. Avoid application to or spillage onto adjacent substrate surfaces.

3.3 BACKING INSTALLATION:

- A. Install backing material, to form joints enclosed on three sides as required for specified depth of sealant.
- B. Where deep joints occur, install filler to fill space behind the backing rod and position the rod at proper depth.
- C. Cut fillers installed by others to proper depth for installation of backing rod and sealants.
- D. Install backing rod, without puncturing the material, to a uniform depth, within plus or minus 3 mm (1/8 inch) for sealant depths specified.
- E. Where space for backing rod does not exist, install bond breaker tape strip at bottom (or back) of joint so sealant bonds only to two opposing surfaces.

3.4 SEALANT DEPTHS AND GEOMETRY:

- A. At widths up to 6 mm (1/4 inch), sealant depth equal to width.
- B. At widths over 6 mm (1/4 inch), sealant depth 1/2 of width up to 13 mm (1/2 inch) maximum depth at center of joint with sealant thickness at center of joint approximately 1/2 of depth at adhesion surface.

3.5 INSTALLATION:

- A. General:
 1. Apply sealants and caulking only when ambient temperature is between 5 degrees C and 38 degrees C (40 degrees and 100 degrees F).
 2. Do not install polysulfide base sealants where sealant may be exposed to fumes from bituminous materials, or where water vapor in continuous contact with cementitious materials may be present.
 3. Do not install sealant type listed by manufacture as not suitable for use in locations specified.
 4. Apply caulking and sealing compound in accordance with manufacturer's printed instructions.
 5. Avoid dropping or smearing compound on adjacent surfaces.
 6. Fill joints solidly with compound and finish compound smooth.

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7. Tool exposed joints to form smooth and uniform beds, with slightly concave surface conforming to joint configuration per Figure 5A in ASTM C1193 unless shown or specified otherwise in construction documents. Remove masking tape immediately after tooling of sealant and before sealant face starts to "skin" over. Remove any excess sealant from adjacent surfaces of joint, leaving the working in a clean finished condition.
 8. Finish paving or floor joints flush unless joint is otherwise detailed.
 9. Apply compounds with nozzle size to fit joint width.
 10. Test sealants for compatibility with each other and substrate. Use only compatible sealant. Submit test reports.
 11. Replace sealant which is damaged during construction process.
- B. Weeps: Place weep holes and vents in joints where moisture may accumulate, including at base of cavity walls, above shelf angles, at all flashing, and as indicated on construction documents.
1. Use round plastic tubing to form weep holes.
 2. Space weep holes formed from plastic tubing not more than 406 mm (16 inches) o.c.
 3. Trim tubing material used in weep holes flush with exterior wall face after sealant has set.//
- C. For application of sealants, follow requirements of ASTM C1193 unless specified otherwise. Take all necessary steps to prevent three-sided adhesion of sealants.
- D. Interior Sealants: Where gypsum board partitions are of sound rated, fire rated, or smoke barrier construction, follow requirements of ASTM C919 only to seal all cut-outs and intersections with the adjoining construction unless specified otherwise.
1. Apply a 6 mm (1/4 inch) minimum bead of sealant each side of runners (tracks), including those used at partition intersections with dissimilar wall construction.
 2. Coordinate with application of gypsum board to install sealant immediately prior to application of gypsum board.
 3. Partition intersections: Seal edges of face layer of gypsum board abutting intersecting partitions, before taping and finishing or application of veneer plaster-joint reinforcing.
 4. Openings: Apply a 6 mm (1/4 inch) bead of sealant around all cutouts to seal openings of electrical boxes, ducts, pipes and similar penetrations. To seal electrical boxes, seal sides and backs.
 5. Control Joints: Before control joints are installed, apply sealant in back of control joint to reduce flanking path for sound through control joint.

3.6 FIELD QUALITY CONTROL:

- A. Field-Adhesion Testing: Field-test joint-sealant adhesion to joint substrates according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C1193 or Method A, Tail Procedure, in ASTM C1521.
1. Extent of Testing: Test completed elastomeric sealant joints as follows:
 - a. Perform 10 tests for first 305 m (1000 feet) of joint length for each type of elastomeric sealant and joint substrate.
 - b. Perform one test for each 305 m (1000 feet) of joint length thereafter or one test per each floor per elevation.
- B. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field adhesion test log.
- C. Inspect tested joints and report on following:
1. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate.
 2. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 3. Whether sealants filled joint cavities and are free from voids.
 4. Whether sealant dimensions and configurations comply with specified requirements.
- D. Record test results in a field adhesion test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.

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- E. Repair sealants pulled from test area by applying new sealants following same procedures used to originally seal joints. Ensure that original sealant surfaces are clean and new sealant contacts original sealant.
- F. Evaluation of Field-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements, will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.7 CLEANING:

- A. Fresh compound accidentally smeared on adjoining surfaces: Scrape off immediately and rub clean with a solvent as recommended by manufacturer of the adjacent material or if not otherwise indicated by the caulking or sealant manufacturer.
- B. Leave adjacent surfaces in a clean and unstained condition.

END OF SECTION