

BID SET

May 7, 2026

DIVISIONS 00 THROUGH 33

Capitol Way – Pedestrian Bridge Repair

OLYMPIA, WA 98501

WA STATE DES PROJECT NUMBER: 2026-195 G (1-1)

Client Agency:

**Washington Department of Enterprise Services,
Project Planning & Delivery**
1500 Jefferson Street Southeast
Olympia, WA 98504-1476

Contracting Agency:


**Washington Department of Enterprise Services,
Project Planning & Delivery**
1500 Jefferson Street Southeast
Olympia, WA 98504-1476

Prepared by:

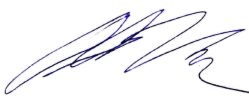
KPFF Consulting Engineers
1601 Fifth Avenue, Suite 1600
Seattle, WA 98101
KPFF Project No. 2500671

STATE PROJECT NUMBER: 2026-195 G (1-1)
PROJECT TITLE: CAPITOL WAY – PEDESTRIAN BRIDGE REPAIR
DATE: May 7, 2026
CLIENT AGENCY: STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES,
PROJECT PLANNING & DELIVERY,
FACILITY PROFESSIONAL SERVICES
CONTRACTING AGENCY: STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES,
PROJECT PLANNING & DELIVERY,
FACILITY PROFESSIONAL SERVICES
A/E FIRM: ENGINEER OF RECORD
KPFF CONSULTING ENGINEERS
1601 FIFTH AVENUE, SUITE 1600
SEATTLE, WA 98101
206.622.5822

DES SIGNATURE BLOCK:

Approved by:  5/12/2026

(Ehsan Niksai) Date
TITLE: Project Manager, WA Department of Enterprise Services

Approved by:  5/12/2026

(Oliver Wu) Date
TITLE: Program Manager, WA Department of Enterprise Services

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NOT USED

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DIVISION 00

PROCUREMENT AND CONTRACTING REQUIREMENTS



ADVERTISEMENT FOR BIDS

Sealed bids will be accepted for the following project:

PROJECT NO.: 2026-195 G (1-1)
TITLE: DES - Capitol Way - Pedestrian Bridge Repair
AGENCY: Dept. of Enterprise Services
PROJECT MANAGER: Ehsan Niksai
ESTIMATED BID COST RANGE: \$515,000.00 to \$585,000.00

SUBMITTAL TIME/DATE/LOCATION: No later than 1:00 PM, Thursday, June 4, 2026.

Submit Online at DES Public Procurement Portal:
<https://deswa.bonfirehub.com>.

(See additional information below)

Bids should be submitted no later than 1:00 PM for the Virtual Public Bid Opening on **Microsoft Teams** which will be held at approximately 1:30 PM on Thursday, June 4, 2026

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 232 943 171 100

Passcode: WPJKXj

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 564-999-2000,,994059963#](#) United States,
Olympia

[\(833\) 322-1218,,994059963#](#) United States (Toll-free)

Phone Conference ID: 994 059 963#

[Find a local number](#) | [Reset PIN](#)

(See additional information below)

ISSUED BY: Department of Enterprise Services
Facility Professional Services

PRE-BID WALK-THROUGH: 10:00 A.M. on Wednesday, May 20, 2026 at Capitol Way Pedestrian Bridge, 416 Sid Snyder Ave SW, Olympia, WA 98504.

For specific directions for an on-site pre-bid meeting or site visit, please contact the Consultant listed below.

All Public Works Bid Openings will be conducted via live stream on Microsoft Teams. A link to the live stream for bid opening can be found above. We will strive to begin bid opening live streams within thirty minutes of the bid closing and appreciate your patience as we deploy this new process. If you have questions, please contact the Project Manager, Ehsan Niksai at Ehsan.niksai@des.wa.gov or (360) 701-96947.

This link provides support with the Euna Procurement Vendor processes and help: <https://customer.eunasolutions.com/public/s/>. Visit site for help and details.

DES Public Procurement Portal is the official platform for accessing plans, specifications and detailed submissions for DES Public Works Projects. These documents can be obtained through the *DES Public Procurement Portal* <https://deswa.bonfirehub.com>. Contractors *may* also obtain plans and specifications from the Plan Centers listed below, or KPFF Consulting Engineers, 1601 5th Ave, #1600, Seattle, WA 98101, (206) 622-5822, www.kpff.com upon deposit of **\$25.00**.

Please make checks payable to KPFF Consulting Engineers. Plans must be returned in good condition within seven (7) days following bid date to obtain a refund of deposit. After seven days no refunds will be made.

List of plan centers: Abadan Reprographics & Imaging, Spokane, WA; ARC Document Solutions, Seattle, WA; ARC Document Solutions, Tacoma, WA; Associated Builders & Contractors, Spokane, WA; Associated General Contractors, Boise, ID; Builder's Exchange of Washington, Everett, WA; Daily Journal of Commerce Plan Center, Portland, OR; Daily Journal of Commerce, Seattle, WA; Hermiston Plan Center, Hermiston, OR; Contractor Plan Center, Milwaukie, OR; Ridgeline Graphics (Wenatchee Plan Center), Wenatchee, WA; Spokane Regional Plan Center, Spokane, WA; Tri-City Construction Council, Kennewick, WA; Walla Walla Valley Plan Center, Walla Walla, WA; Weekly Construction Reporter, Bellingham, WA; Yakima Plan Center, Yakima, WA.

Please direct questions regarding this project through the *DES Public Procurement Portal* <https://deswa.bonfirehub.com> or to the office of the Consultant, KPFF Consulting Engineers, Attn: Jora Lehrman, (206) 622-5822, jora.lehrman@kpff.com.

Bid Results will be available on the *DES Public Procurement Portal*: <https://deswa.bonfirehub.com> following the bid opening.

The State of Washington prevailing wage rates are applicable for this public works project located in Thurston County. Bidders are responsible to verify and use the most recent prevailing wage rates. The “Effective Date” for this project is the bid submittal time and date above. The applicable prevailing wage rates may be found on the Department of Labor & Industries website located at <https://secure.lni.wa.gov/wagelookup/>.

The successful Bidder is required to register and create an account in the DES Diversity Compliance program (B2Gnow) at <https://des.diversitycompliance.com>. Voluntary numerical Diverse Business goals of 12% MBE, 8% WBE, 5% SBE or PWSBE, and 5% Veterans have been established for this project. Achievement of the goals is encouraged.

Bidders may contact the Office of Minority and Women's Business Enterprise (OMWBE) at <http://OMWBE.wa.gov/> to obtain information on certified firms. Bidders may also utilize Washington Small Businesses registered in B2Gnow at [DES diversity compliance program B2Gnow](#) and Veteran-owned Businesses at <https://www.dva.wa.gov/veterans-their-families/veteran-owned-businesses/vob-search>.

The State reserves the right to accept or reject any or all bids and to waive informalities.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
FACILITY PROFESSIONAL SERVICES

2026195Gbidadlongca

Plan Center List

Facility Professional Services

<p>Abadan Reprographics & Imaging 603 E. 2nd Ave. Spokane, WA 99202 www.abadanplancenter.com www.abadanplanroom.com (509) 747-2964 planroom@abadanplancenter.com repro@abadanspokane.com</p>	<p>Daily Journal of Commerce Plan Center 921 SW Washington Street, Suite 210 Portland, OR 97205-2810 www.djcoregon.com; (503) 274-0624, fax (503) 802-7239 plancenter@djcoregon.com</p>	<p>Tri-City Construction Council 20 E Kennewick Avenue Kennewick, WA 99336-3756 www.tricityplancenter.com (509) 582-7424, fax (509) 582-6815 bidinfo@tcplancenter.com</p>
<p>ARC Document Solutions 632 Broadway Tacoma, WA 98402 (253) 383-6363 www.e-arc.com/location/tacoma/ Tacoma.bidservices@e-arc.com</p>	<p>Daily Journal of Commerce – Seattle 83 Columbia Street, Suite 200 Seattle, WA 98104-1482 www.djc.com (206) 622-8272, fax (206) 622-7086 plans@dj.com</p>	<p>Walla Walla Valley Plan Center 29 E Sumach Street Walla Walla, WA 99362-0230 www.tricityplancenter.com (509) 525-0850, fax (509) 522-2038 trichards@wvchamber.com</p>
<p>ARC Document Solutions 2730 Occidental Avenue S Seattle, WA 98134 (206) 622-6000 www.e-arc.com/location/seattle/ seattle.bid.services@e-arc.com</p>	<p>Hermiston Plan Center 1565 N 1st Street, Suite 8A Hermiston, OR 97838-1368 www.hermistonplancenter.com (541) 564-0420, fax (541) 564-0396 office@hermistonplancenter.com</p>	<p>Weekly Construction Reporter 2215 Midway Lane, Suite 208 Bellingham, WA 98226-1219 www.wcrinc.com (360) 738-0370, fax (360) 738-0371 info@wcrinc.com</p>
<p>Associated Builders & Contractors 1760 E. Trent Ave. Spokane, WA 99202 http://www.ipcab.org/ (509) 534-0826, fax (509) 535-9967 abcplancenter@ipcab.org</p>	<p>Plan Center NW, Inc. P.O. Box 2486 Clackamas, OR 97015 www.plancenternw.com (503) 650-0148 brie@plancenternw.com</p>	<p>Yakima Plan Center 1212 N 16th Avenue, Suite 2 Yakima, WA 98902-1348 www.yakmaplancenter.com (509) 457-4271, fax (509) 457-0775 jacki@yakimaplancenter.com</p>
<p>Associated General Contractors - Idaho 1649 W Shoreline Dr. Suite 100 Boise, ID 83702 http://www.idahoagc.org/ 208-344-2531, fax (208) 772-6472 planroom@idahoagc.org</p>	<p>Ridgeline Graphics (Wenatchee Plan Center) 962 Valley Mall Pkwy East Wenatchee, WA 98802 www.wenatcheeplancenter.com (509) 662-6858 ext. 123, fax (509) 663-8530 plancenter@ridgelinegraphics.com mercedes@ridgelinegraphics.com</p>	<p>MBE, WBE or SBE owned plan center</p>
<p>Builders Exchange of Washington 2607 Wetmore Avenue Everett, WA 98201-2926 http://www.bxwa.com/ (425) 258-1303, fax (425) 259-3832 production@bxwa.com</p>	<p>Spokane Regional Plan Center 209 N Havana Street Spokane, WA 99202-4723 www.plancenter.net (509) 328-9600, fax (509) 328-7279 projectinfo@plancenter.net</p>	

**Department of Enterprise Services
Facilities Division, Engineering & Architectural Services
Agenda for Pre-Bid Walk-Through**

Date May 20, 2026

Project Number:	2026-195 G (1-1)	
Project Name:	Capitol Way – Pedestrian Bridge Repair	
Location:	416 Sid Snyder Ave SW, Olympia, WA 98504 (Korean War Memorial)	
Project Manager:	Ehsan Niksai	
PM Phone & Email:	360-701-6947	Email: ehsan.niksai@des.wa.gov

MODIFY THIS DOCUMENT TO SUIT THE PROJECT

1. Project Manager Introduces Project Team Members

- A. Project Manager
- B. On-site Representative
- C. Architect/Engineer and major subs
- D. Other members

Note: During the pre-bid walk-through meeting, all conversations are considered informal and are not contractually binding unless stated in the contract manual, drawings, or modified by a written addendum. The order of precedence is written addendum, project manual, and lastly contract drawings.

2. Route a sign-in sheet to all attendees

3. The Architect/Engineer Presents the General Description of Scope

- A. Site Preparation
 - 1) Construction security fencing
 - 2) Unusual storm water controls during construction (if applicable)
 - 3) Earthwork
 - 4) Cautions
- B. Building Description
 - 1) Architectural materials
 - 2) Structure
- C. Other Issues
 - 1) Permits

**Department of Enterprise Services
Facilities Division, Engineering & Architectural Services
Agenda for Pre-Bid Walk-Through**

2) Construction Waste Management

4. Construction Site Access and Lay-Down Area

5. Discussion of Security Requirements necessary on this Project (Presented by facility security officer – Refer to Specifications Section – the facility may have their own checklist to use in addition.)

A. Personal Behavior

1) Items: tobacco, currency, cell phones, cameras, etc.

- a) State facilities are tobacco free areas
- b) Phones and cameras are addressed by the GC's or Division 1.

2) Respectful conduct

- a) At all times
- b) Sexual harassment of any kind is cause for removal from the job

3) Work Hours

- a) Established there may be limited work hours for access to a facility because sometimes all work is done at night.
- b) Advance arrangements required for staying late or coming in early
- c) Institutional holidays

4) Work Operations

- a) Only company vehicles are allowed on construction site
- b) Parking areas for workers are usually established to avoid conflict with faculty, staff and students or occupants
- c) Requirements for company vehicles on site (keys, locking gas caps, etc.)
- d) Specific equipment not allowed remaining overnight in specified areas.
- e) Procedures for delivery vehicles
 - a. Impact on earth-moving operations
 - b. Ladders
 - c. Special equipment
- f) Tool inventory/storage requirements if needed.
- g) Dumpster requirements
- h) Utility outage

**Department of Enterprise Services
Facilities Division, Engineering & Architectural Services
Agenda for Pre-Bid Walk-Through**

- i) Interception of materials
 - j) Flammable materials
 - k) Medical emergencies – the contractor’s site specific safety plan should address this.
- 6. Other Projects Currently Occurring on Site**
- 7. Project Manager Outlines Project Schedule, Bid Submittal Process, Contracts, etc.**
- A. MWBE Requirements
 - B. Apprenticeship Requirements
 - C. Supplemental Bidder Responsibility
- 8. Site Walk**
- 9. Schedule of Addendum Release Instructions**
- 10. Questions and Answers**

Instructions to Bidders – July 27, 2025

For Washington State Facility Construction and Small Works

Effective: July 27, 2025

Approved by: Kimberly Sockle
Kimberly Sockle, Assistant Director
Facility Professional Services



Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

Facility Professional Services
Post Office Box 41476
Olympia, Washington 98504-1476
(360) 902-7272

INSTRUCTIONS TO BIDDERS FOR WASHINGTON STATE FACILITIES CONSTRUCTION AND SMALL WORKS

PART 0 – GENERAL CONDITIONS

0.00 EXPLANATION TO PROSPECTIVE BIDDERS

- A. In accordance with [RCW 39.04.380](#) effective *March 30, 2012*, the State of Washington is enforcing a **Reciprocal Preference for Resident Contractors**. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor.

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.
2. At the time of bidding on a public works project, does not have a physical office located in Washington.

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.

All nonresident contractors will be evaluated for out-of-state Bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

This section does not apply to public works procured pursuant to [RCW 39.04.155](#), [39.04.280](#), or any other procurement exempt from competitive bidding.

- B. Any prospective Bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Architect/Engineer (A/E) eight (8) business days before the bid due date or by logging into the [DES Public Procurement Portal \(<https://deswa.bonfirehub.com>\)](#) and submitting a vendor discussion. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective Bidder concerning a solicitation will be furnished promptly to all other prospective Bidders by addendum to the solicitation if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Bidders.
- C. In accordance with the legislative findings and policies set forth in [RCW 39.19](#) the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a Bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.
- D. The State of Washington encourages participation in all of its contracts by Veteran-owned businesses (defined in [RCW 43.60A.010](#)) and located at: <http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses> and Small, Mini and Micro businesses (defined in [RCW 39.26.010](#)) which have registered in WEBS at <https://pr-webs-vendor.des.wa.gov/> and [DES diversity compliance program B2Gnow](#).

1. In order to report payment detail, the Contractor must create an account in the DES Public Works Diversity Tracking & Management System powered by B2GNow or verify if an account has already been created on behalf of the Contractor: <https://des.diversitycompliance.com>. The DES Public Works Diversity Tracking & Management System is designed to streamline and automate compliance reporting requirements, empowering vendors to maintain accurate contact information and submit contract payment details online.
 2. For account login or account creation details, go to the DES Public Works Diversity Tracking & Management System home page by clicking on the URL listed above and clicking on Information for Vendors.
 3. Every month for the duration of the contract, and while the contract is active in the DES Public Works Diversity Tracking & Management System, submit and accurately maintain the following payment information through the DES Public Works Diversity Tracking & Management System:
 - (a) Payments received by the prime contractor from the Agency.
 - (b) Payments paid to each first tier subcontractor.
 - (c) Payments paid to each first tier supplier.
 4. The Contractor must also ensure the following information is reported in the DES Public Works Diversity Tracking & Management System by first tier subcontractors and suppliers for the duration of the contract:
 - (a) Confirmation of payments from the prime contractor to the subcontractor.
 - (b) Payment reporting to each supplier.
- E. In accordance with [RCW 39.04.320](#), for all public works estimated to cost one million dollars or more, the State of Washington requires no less than **15% of the labor hours be performed by apprentices**, unless otherwise stated in the bid advertisement or on the Submittal Questionnaire/Bidding Terms and Conditions. A contractor or subcontractor may not be required to exceed the 15% requirement. On applicable projects, the Bidder shall establish in the DES Public Procurement Portal and the Submittal Questionnaire/Bidding Terms and Conditions a minimum required percentage of apprentice labor hours compared to the total labor hours. The project's apprenticeship utilization rate is calculated using the approved affidavits from the L&I portal.

Apprenticeship Requirements are *not* required for **Small Works Projects** estimated under \$350K.

1. **Incentives** - The Contractor who meets or exceeds this utilization requirement on eligible contracts, will be awarded a monetary incentive described in the Apprentice Utilization Requirements of section 10.12 of the General Conditions.
2. **Penalties** - The Contractor who fails to meet the utilization requirement and fails to demonstrate a Good Faith Effort, as outlined below, is subject to penalties described in the Apprentice Utilization Requirements section in section 10.12 of the General Conditions. Contractor will receive an invoice payable to the Owner within 30 days. The contractor will have 30 days to pay the penalty invoice at the time of receipt before the penalty is considered outstanding. Contractors with outstanding apprenticeship penalties may be considered non-responsive.
3. **Cost Value** - The expected cost value associated with meeting the goal is included in the Base Bid as described in section 10.12 of the General Conditions.

4. **Utilization Plan** - The Contractor shall provide an **Apprentice Utilization Plan** (Plan) demonstrating how and when they intend to achieve the Apprenticeship Utilization Requirement. The Plan shall have enough information to track the Contractor's progress in meeting the utilization requirement. The Contractor shall submit the Plan on the Apprentice Utilization Plan template (on the DES Public Works Forms website) **within 10 business days of Notice to Proceed of the contract and prior to submitting the first invoice**. The Contractor shall provide an updated Plan during the course of construction when there are significant changes to the Plan which may affect their ability to meet the requirement.

- (a) The Plan shall be uploaded to the Department of Labor & Industries' (L&I)

Prevailing Wage Intents and Affidavit (PWIA) system on L&I's website.

- (b) The Plan is not submitted for approval.

- (c) It is expected that the Contractor will actively seek out opportunities to meet the Apprentice Utilization Requirement during construction even if the Plan indicates a shortfall in meeting the requirement.

- (d) If the Plan indicates that the Contractor will not attain the Apprentice Utilization Requirement, then Contractor must submit "Good Faith Effort" (GFE) documentation with their Plan to L&I's PWIA system.

5. **Good Faith Effort (GFE)**

- (a) Good Faith Effort (GFE) documentation shall describe in detail why the Contractor is not or was not able to attain the Apprentice Utilization Requirement.

1. Contractors may submit Good Faith Effort (GFE) documentation at any time during the construction.
2. All GFE documentation must be submitted no later than 30 days before substantial completion.

- (b) Good Faith Effort (GFE) documentation must be in signed letter format uploaded to the PWIA system and include:

1. The contract number, title, and the apprentice utilization requirements.
2. The amount of apprentice labor hours the contract can or did attain along with the percentage of labor hours.
3. 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 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 or not 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.
4. Anticipated or actual shortfall (in apprentice labor hours and percentage) and the reason(s) for not attaining the required apprentice labor hours.

5. Information from one or more of the following areas:
 - (a) Names of any State-Approved Apprentice Training Programs contacted with the name(s) of person(s) contacted and dates of contacts, and a copy of each response from the Training Program(s).
 - (b) Reference Contract Specifications or documents that affected the Contractor's ability to attain apprentice utilization.
 - (c) Discuss efforts the Contractor has taken to require Subcontractors to solicit and employ apprentices.
6. Backup documentation to the letter consisting of the following:
 - (a) Letters, emails, phone logs including names dates and outcomes, posters, photos, payrolls, timecards, schedules, copies or references to other contract specifications or documents.

6 Additional Resource Information

- (a) For questions regarding how to complete the Apprentice Utilization Plan template or Good Faith Effort documentation, please contact the Project Manager listed in the Bid Advertisement.
- (b) Step-by-step instructions on how to access and navigate the L&I's PWIA system, including uploading required documents can be found on the L&I website.
- (c) Additional information about apprentice utilization on Public Works Project can be found on the L&I website.

0.01 PREPARATION OF BIDS

- A. Bidders must be registered as a vendor through the DES Public Procurement Portal (<https://deswa.bonfirehub.com>). Bid submissions must be submitted through the DES Public Procurement Portal (<https://deswa.bonfirehub.com>). The individual who has signed/submitted the Bid through the E Portal shall be the authorized designee responsible for bid submissions.
- B. All bidders for **Small Works Projects** must be currently registered on the MRSC Small Works Roster (vendor list) found <http://mrscrosters.org/>.
- C. Bidders are required to submit bid prices for one or more items on various bases through the DES Public Procurement Portal on the BidTable, including: (1) lump sum base bid; (2) lump sum bid alternate prices; (3) unit prices; or (4) any combination of items 1 through 3 above.
- D. If the solicitation includes alternate bid items, failure to bid on the alternates may disqualify the bid. If bidding on all items is not required, Bidders should indicate "no bid" on the DES Public Procurement Portal BidTable for any item on which no price is submitted.
- E. Substitute bid forms will not be considered unless this solicitation authorizes their submission.

0.02 BID GUARANTEE

- A. When the sum of the base bid plus all additive bid alternates is \$35,000.00 or less, bid security is not required.

When the sum of the base bid plus all additive alternates is greater than \$35,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the Bidder to provide bid guarantee when required shall render the bid non-responsive.

- B. Acceptable forms of bid guarantee are A bid bond or postal money order, or certified check or cashier's check made payable to the Washington State Treasurer. At the time of bid, the bidder must upload an electronic copy of the acceptable bid guarantee to the DES Public Procurement Portal (<https://deswa.bonfirehub.com>).

If any of the 3 lowest responsive bidders has indicated a cashier's check as their form of bid security, they will be contacted by DES with instructions on how to submit the original/valid cashier's check within 48 hours of being notified. The Owner will return bid guarantees (certified check or cashier's check) to unsuccessful Bidders as soon as practicable, but not sooner than the execution of a contract with the successful Bidder. The successful Bidder's bid guarantee will be returned to the successful Bidder with its official notice to proceed with the work of the contract.

- C. The Bidder will allow 60 days from bid opening date for acceptance of its bid by the Owner.

The Bidder will return to the Owner a signed contract, insurance certificate and bond or bond waiver within 15 days after receipt of the contract. If the apparent successful Bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within 15 days after receipt of the contract, the Owner may terminate the award of the contract.

- D. In the event a Bidder discovers an error in its bid following the bid opening, the Bidder may request to withdraw its bid under the following conditions:

1. The Bidder must submit written notification of the withdrawal to the Owner within 24 hours following the bid opening.
2. The Bidder provides written documentation of the claimed error to the satisfaction of the Owner within 72 hours following the bid opening.
3. The Owner will approve or disapprove the request for withdrawal of the bid in writing. If the Bidder's request for withdrawal of its bid is approved, the Bidder will be released from further obligation to the Owner without penalty. If it is disapproved, the Owner may retain the Bidder's bid guarantee.

0.03 ADDITIVE OR DEDUCTIVE BID ITEMS

The low Bidder, for purposes of award, shall be the responsive Bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Owner, and within funds available for the project.

The Bidder agrees to hold all bid alternate prices for sixty (60) days from date of bid opening.

0.04 ACKNOWLEDGEMENT OF ADDENDA

Bidders shall acknowledge receipt of all addenda to this solicitation by identifying the addenda numbers on the DES Public Procurement Portal Submittal Questionnaire. Failure to do so may result in the bid being declared non-responsive.

0.05 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

The Bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to; (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work.

The Bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.

0.06 BID AMOUNTS

- A. The bid prices shown for each item on the DES Public Procurement Portal BidTable shall include all labor, material, equipment, overhead and compensation to complete all of the work for that item.
- B. The actual cost of building permit (only) and the public utility hookup fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. Fees for these permits should not be included by the Bidder in the bid amount.
- C. The Bidder agrees to hold the base bid prices for sixty (60) days from date of bid opening.

0.07 TAXES

The bid amounts shall not include Washington State Sales Tax (WSST). All other taxes imposed by law shall be included in the bid amount. The Owner will include WSST in progress payments. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to the Owner if requested.

[NOTE: Contractor must bond for contract amount plus the WSST.]

0.08 SUBMISSION OF BIDS

- A. Bids must be submitted on or before the time as specified in the Advertisement for Bids.
- B. The Bid shall be submitted electronically through the DES Public Procurement Portal as specified in the Advertisement for Bids.
- C. Prior to the bid opening, the Owner's representative will designate the official bid clock. Any part of the Bid Form, or in the rare situation of a bid modification, not received prior to the specified times, per the designated bid clock, will not be considered and the bid will be returned to the Bidder unopened.
- D. A bid may be withdrawn electronically by a Bidder's authorized representative before the bid submittal date and time specified in the Advertisement for Bids.
- E. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, braille, etc.) need to contact the Owner ten (10) business days prior to the scheduled bid opening.
- F. In the event the DES Public Procurement Portal is unavailable to all users at the bid submittal deadline, DES will contact the Bidders within 24 hours, and DES will extend the bid submittal time.
- G. Neither DES nor DES Public Procurement Portal can guarantee the availability of Internet connectivity or related telecommunication and hosting services and will not be liable or responsible if the Bidder and its representative(s) or designee(s) cannot connect to the DES Public Procurement Portal.

H. The Bidder must comply with the Euna Procurement Portal's Terms of Service (<https://gobonfire.com/terms-service/>) when submitting the Bid through the DES Public Procurement Portal.

0.09 SUBCONTRACTOR LISTING

Pursuant to [RCW 39.30.060](#), when the consultant's estimated cost of the project, including the base bid and additive alternates, is \$1 million or more, bidders shall comply with the following requirements

Subcontractor Listing Requirements are *not* required for **Small Works Projects** estimated under \$350K.

- A. **Form A: AT TIME OF BID SUBMITTAL:** The Bidder shall provide names and license numbers of the Subcontractors with whom the Bidder will subcontract for performance of plumbing, electrical, and heating, ventilation, and air conditioning (HVAC). The Bidder shall name itself for the work if it is licensed to perform the work for which it has named itself. Subcontractor List Form A must be submitted through the DES Public Procurement Portal (<https://deswa.bonfirehub.com>). Error identified by the Owner in the proof of license information must be corrected by the Bidder within 48 hours of the submission of Form A.
- B. **Form B: WITHIN 48 HOURS OF BID SUBMITTAL TIME:** The Bidder shall also provide names of the Subcontractors with whom the Bidder will subcontract for structural steel installation and rebar installation on Subcontractor List Form B via email FPSsubcontractorlist@des.wa.gov.
- C. The Bidder can name itself for the performance of the work. Bidders who name themselves to perform the work are expected to perform the work and the Department of Enterprise Services reserves the right to reject substitution of the bidder with a subcontractor unless the bidder demonstrates a change in circumstances from the time of bid submission that is outside of the control of the bidder.
- D. Substitution of a listed subcontractor (at any tier) before or after the award of the prime contract is prohibited except for the following reasons:
 - 1. Refusal of the listed subcontractor to sign a contract with the prime contractor,
 - 2. Bankruptcy or insolvency of the listed subcontractor,
 - 3. Inability of the listed subcontractor to perform the requirements of the proposed contract or the project,
 - 4. Inability of the listed subcontractor to obtain the necessary license, bonding, insurance, or other statutory requirements to perform the work detailed in the contract,
 - 5. Refusal or inability to provide a letter of bondability from a surety company, or
 - 6. The listed subcontractor is barred from participating in the project as a result of a court order.
- E. The Bidder shall not list more than one Subcontractor for each category of work identified UNLESS Subcontractors vary with bid alternates, in which case the Bidder must indicate which Subcontractor will be used for which alternate.
- F. Failure of the Bidder to submit Form A with the NAMES and LICENSE NUMBERS of such Subcontractors and Form B with the NAMES of such Subcontractors or to name itself to perform such work within the specified times, shall render the Bidder's bid nonresponsive and, therefore, will be eliminated (withdrawn) from the DES Public Procurement Portal.
- G. The Subcontractor List Form A is intended to discourage bid shopping, not to verify subcontractor qualifications. DES does not use the Subcontractor List Form A as a tool to disqualify or qualify bidders.

0.10 BID RESULTS

After the Bid Opening, Bidders may obtain bid results from the office of DES Facility Professional Services (FPS) or by logging into the [DES Public Procurement Portal \(https://deswa.bonfirehub.com\)](https://deswa.bonfirehub.com) and viewing public notices. Bid results may also be obtained from the A/E.

0.11 BID PROTESTS

- A. Bidders may submit a bid protest to easmail@des.wa.gov within 2 business days of the Bid Opening, or within 2 business days after DES provided electronic copies of bid submissions received to those Bidders that timely requesting copies of bids received, if later. To be considered timely for purposes of this Section 0.11, a request for electronic copies of bid submissions received must be made within 2 business days after the bid opening.
1. DES will not acknowledge or accept any bid protest received more than 2 business days after the time set out in (A) above.
 2. DES will not accept bid protests from non-bidders.
- B. DES will review any bid protest received and shall maintain sole discretion on the merits of and resolution of any bid protest.
- C. DES will provide written notice to protesting bidders of an intent to enter upon a Public Works Contract with anyone other than the protesting bidder as follows:
1. Not less than 2 business days following the Bid Opening, if no bidders request electronic copies of bid submissions received, or
 2. Not less than 2 business days following the date on which DES provided electronic copies of the bid submissions received to those bidders requesting electronic copies of bids received.

0.12 LOW RESPONSIBLE BIDDER

- A. **Mandatory Responsibility Criteria:** Before awarding a public works contract, a Bidder must meet the following mandatory responsibility criteria under [RCW 39.04.350 \(1\) & \(2\)](#) to be considered a responsible Bidder and qualified to be awarded a public works project. The individual who has signed/submitted the Bid through the DES Public Procurement Portal shall be the authorized designee responsible for bid submissions. The Bidder must:
1. At the time of bid submittal, have a certificate of registration in compliance with [RCW 18.27](#), a plumbing contractor license in compliance with [RCW 18.106](#), an elevator contractor license in compliance with [RCW 70.87](#), or an electrical contractor license in compliance with [RCW 19.28](#) as required under the provisions of those chapters.
 2. Have a current state unified business identifier number.
 3. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in [RCW 51](#); an employment security department number as required in [RCW 50](#); and a state excise tax registration number as required in [RCW 82](#).
 4. Not be disqualified from bidding on any public works contract under [RCW 39.06.010](#), or [39.12.065\(3\)](#).
 5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington State Apprenticeship and Training Council for working apprentices out of ratio, without

appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under RCW 49.04 for the one-year period immediately preceding the date of the bid solicitation.

6. Public Works and Prevailing Wage Training/Exemption. Bidders shall have received training on the requirements related to public works and prevailing wage under this chapter and chapter [39.12 RCW](#). The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its website. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption. <https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/contractor-training>
 7. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of [RCW 49.46](#), [49.48](#), or [49.52](#). A bidder shall submit a signed Contractor Certification form with the bid or within two (2) business days of request by Owner regarding this wage theft prevention responsible bidder criteria.
- B. Supplemental Responsibility Criteria:** In addition to the mandatory Bidder responsibility, the Owner may adopt relevant supplemental criteria for determining Bidder responsibility applicable to a particular project which the Bidder must meet ([RCW 39.04.350 \(3\)](#)).
1. If applicable, the Owner shall consider an overall accounting of the attached supplemental criteria for determining Bidder responsibility "DIVISION 00 SUPPLEMENTAL RESPONSIBILITY CRITERIA".
 2. At least eight (8) business days prior to the bid submittal deadline, a potential Bidder may request that the Owner modify the supplemental responsibility criteria. The Owner will evaluate the information submitted by the potential Bidder and respond before the bid submittal deadline through the DES Public Procurement Portal. If the evaluation results in a change of criteria, the Owner will issue an addendum to the bidding documents identifying the new criteria. The addendum will be posted as a public notice in the DES Public Procurement Portal.
 3. Upon Owner's request, the apparent low Bidder must supply the requested responsibility information within two (2) business days of request by Owner. Withholding information or failure to submit all the information requested within the time provided may render the bid non-responsive.
 4. If the Owner determines that the apparent low Bidder is not responsible, the Owner will notify the Bidder of its preliminary determination in writing.
 5. Within three (3) business days after receipt of the preliminary determination, the Bidder may withdraw its bid or request a hearing in writing to easmail@des.wa.gov, where the Bidder may appeal the preliminary determination and present additional information to the Owner.

6. The Owner will schedule a hearing within five (5) business days of receipt of the Bidder's request. The hearing members will include a Client Agency Representative, EAS Assistant Director or designee, Deputy Assistant Director or designee, and Project Manager.
7. The Owner will issue a Final Determination after reviewing information presented at the hearing.
8. If the Owner determines a Bidder to be not responsible, the Owner will provide, in writing, the reasons for the determination. If the final determination affirms that the Bidder is not responsible, the Owner 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.
9. The Owner's Final Determination is specific to this project and will have no effect on other or future projects.

0.13 CONTRACT AWARD

- A. The Owner will evaluate bids responsiveness and responsibility in the DES Public Procurement Portal (<https://deswa.bonfirehub.com>).
 1. A bid will be considered responsive if it meets the following requirements:
 - (a) It is received at the proper submittal time, date, and location online through the DES Public Procurement Portal.
 - (b) It meets the required requested information through the DES Public Procurement Portal.
 - (c) It is submitted by a licensed/registered contractor within the state of Washington at the time of bid opening and is not banned from bidding by the Department of Labor and Industries.
 - (d) It is accompanied by a bid guarantee, if required.
 2. A bid will be considered responsible if it meets the following requirements:
 - (a) It meets the mandatory responsibility criteria established in [RCW 39.04.350](#) and an overall accounting of the supplemental responsibility criteria established for the project.
 - (b) The bidder completes, signs, and submits the "Contractor Certification Wage Theft Prevention – Responsible Bidder Criteria" form **with their bid submission or within two (2) business days of request by the Owner.**
- B. The Owner reserves the right to accept or reject any or all bids and to waive informalities.
- C. The Owner may negotiate bid price adjustments with the low responsive Bidder, including changes in the contract documents, to bring the bid within the available funding per [RCW 39.04.015](#).
- D. The apparent low Bidder, for purpose of award, shall be the responsive and responsible Bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.
- E. **Reciprocal Preference for Resident Contractors.** For a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the in-state contractor percent advantage provided by the contractor's home state.
For the purpose of determining the successful Bidder, multiply the Nonresident Contractor bid

amount by the CPD. The “bid amount” shall be the total of the base bid and all accepted alternate bid items. The CPD shall be added to the Nonresident Contractor bid amount which equates to the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington contractor bid amounts. The Bidder with the lowest total shall be the successful Bidder. See example below:

EXAMPLE:

Alaska Nonresident Contractor Bid Amount	\$100,000
Multiplied by the Alaska CPD	x 0.05
<hr/>	
Alaska CPD Total	\$ 5,000
Alaska Nonresident Contractor Bid Amount	\$100,000
Alaska CPD Total	\$ 5,000
<hr/>	
Nonresident Disadvantage Total	\$105,000*

* Note – If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, the Alaska Nonresident Contractor is the successful Bidder and will be awarded a contract for the bid amount of \$100,000.

If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, the successful Washington Bidder will be awarded a contract for the bid amount.

- F. The Contract will only become effective when signed by the Owner. Prior to the Owner’s signature, any and all costs incurred shall be the sole responsibility of the Bidder.

0.14 DOCUMENTS (ATTACHED)

- A. Advertisement for Bids
- B. Bidding Terms and Conditions
- C. Subcontractor Listing Form B
- D. Supplemental Bidder Responsibility Criteria (if applicable)
- E. Certificate of Insurance form
- F. Special Conditions (if applicable)

Note: AIA Payment Bond and Performance Bond current forms (A312) are required, when applicable. These forms will not be provided by the Owner.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
FACILITY PROFESSIONAL SERVICES

<https://deswa.bonfirehub.com/>

BIDDING TERMS AND CONDITIONS

BID SUBMISSIONS:

Bids submitted in compliance with the contract documents.

1) BASE BID AND ALTERNATES (*Including Trench Excavation Safety Provisions*) will be submitted by the Bidder through the DES Public Procurement Portal

- **Do not include** Washington State Sales Tax

If the bid amount contains any work which requires trenching exceeding a depth of four feet, all costs for trench safety shall be **included in the Base Bid** for adequate trench safety systems in compliance with Chapter 39.04 RCW, 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount (even if the value is \$0.00) to be responsive.

2) BID ALTERNATES DESCRIPTION (*if applicable*)

- **Do not include** Washington State Sales Tax

(1) Additive: Provide Sikalastic 2500: 2 component, Multi-Coat System in lieu of Methyl Methacrylate (MMA) Deck Sealer.

(2) Additive: Provide Sikalastic 720 One Shot System in lieu of Methyl Methacrylate (MMA) Deck Sealer.

The Owner reserves the right to accept or reject any or all bid prices within sixty (60) days of the bid date.

In compliance with the contract documents, the below bidding terms and conditions apply:

TIME FOR COMPLETION:

Contract Time - The undersigned hereby agrees to Substantially Complete all the work under the Base Bid (and accepted Alternates) within **120** calendar days after the date of Notice to Proceed.

Final Completion – All the Work shall be fully and finally completed in accordance with the contract documents within **30** calendar days after the date of Substantial Completion.

Project Name: Capitol Way – Pedestrian Bridge Repair Project No.: 2026-195 G (1-1)

Contractor Name: _____

UNIT PRICES (If applicable and specified in the Bid Documents) **Not Applicable**

- **Do not include** Washington State Sales Tax

Unit prices shall be for any additive and deductive work within 15% of the above estimated quantities. The unit price shall include full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

The Owner reserves the right to accept or reject any or all unit prices within sixty (60) days of the bid date. Unit prices not accepted within 60 days of the bid date are rejected.

FEDERAL AND STATE REQUIREMENTS

The undersigned agrees to perform the requirements set out and incorporated by reference in attached "DIVISION 00 SPECIAL CONDITIONS" section in the specifications, if applicable.

LIQUIDATED DAMAGES

The undersigned agrees to pay the Owner as liquidated damages the sum of **\$500** for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract invoice after taxes and retainage.

General Conditions – July 27, 2025

For Washington State Facility Construction and Small Works

Effective: July 27, 2025

Approved by: Kimberly Sockle
Kimberly Sockle
Interim Assistant Director
Facility Professional Services



Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

Facility Professional Services
Post Office Box 41476
Olympia, Washington 98504-1476
(360) 902-7272

**Section 00 72 00 GENERAL CONDITIONS
FOR WASHINGTON STATE FACILITY CONSTRUCTION AND SMALL WORKS**

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PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

- A. "Application for Payment" means a written request submitted by Contractor to A/E for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. "Architect," "Engineer," or "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- E. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates.
- F. "Contract Documents" means the Advertisement for Bids, Instructions for Bidders, completed bid submission on the DES Public Procurement Portal [DES Public Procurement Portal \(https://deswa.bonfirehub.com\)](https://deswa.bonfirehub.com), General Conditions, Modifications to the General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- G. "Contract Sum" is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. "Day(s):" Unless otherwise specified, day(s) shall mean calendar day(s)."
- K. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- L. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- M. "Final Completion" means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.
- N. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.
- O. "Notice" means a written notice that has been delivered to the authorized representative or officer of the addressed party by registered or certified mail, or by email as a PDF attachment. Notices should clearly identify the project number and date of notice.

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FOR WASHINGTON STATE FACILITY CONSTRUCTION AND SMALL WORKS**

- P. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- Q. "Owner" means the state agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- R. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- S. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.
- T. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.
- U. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.
- X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. "Substantial Completion" means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.
- AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:

1. Signed Public Works Contract, including any Change Orders.
2. Supplemental Conditions.
3. Modifications to the General Conditions.
4. General Conditions.
5. Specifications. Provisions in Division 1 shall take precedence over provisions of any other Division.
6. Drawings. In case of conflict within the Drawings, large-scale drawings shall take precedence over small-scale drawings.

**Section 00 72 00 GENERAL CONDITIONS
FOR WASHINGTON STATE FACILITY CONSTRUCTION AND SMALL WORKS**

7. Completed Bid Submission on the DES Public Procurement Portal.
8. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor Representations: Contractor makes the following representations to Owner:

1. Contract Sum reasonable: The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
2. Contractor familiar with project: Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
3. Contractor financially capable: Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
4. Contractor can complete Work: Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 – INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

General insurance requirements: Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this part shall be licensed to do business under Chapter 48 RCW or comply with the Surplus Lines Law of the State of Washington. Contractor shall include in its bid the cost of all insurance and bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A.M. Best rating shall be indicated on the insurance certificates.

- A. Term of insurance coverage: Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by Section 5.16.
 1. General Liability Insurance: Commercial General Liability (CGL) on an Occurrence Form. Coverage shall include, but not be limited to:
 - a. Completed operations/products liability;
 - b. Explosion, collapse, and underground; and
 - c. Employer's liability coverage.
 2. Automobile Liability Insurance: Automobile liability
- B. Industrial Insurance compliance: Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.

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- C. Insurance to protect for the following: All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
- D. Owner as Additional Insured: All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

2.02 COVERAGE LIMITS

A. Insurance Coverage Certificates and Policies

The Contractor shall furnish acceptable proof of insurance coverage on the state of Washington Certificate of Insurance form SF500A, dated 07/02/92 or ACORD form, as well as copies of insurance policies.

B. Required Insurance Coverages

1. For a contract less than \$100,000.00, the coverage required is:

- a. Comprehensive General Liability Insurance – The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this contract. This insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased as deemed necessary by the contracting parties, shall be:

Each Occurrence	\$1,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$1,000,000.00
Products – Commercial Operations Limit	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one person)	\$5,000.00

- b. If the contract is for underground utility work, then the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.
- c. Employers Liability on an occurrence basis in an amount not less than \$1,000,000.00 per occurrence.

2. For contracts over \$100,000.00 but less than \$5,000,000.00 the contractor shall obtain the coverage limits as listed for contracts below \$100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than \$2,000,000.00.

3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over \$5,000,000.00 is:

Each Occurrence	\$2,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$4,000,000.00
Products – Commercial Operations limit	\$4,000,000.00
Personal and Advertising Injury Limit	\$2,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one Person)	\$5,000.00

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- 4. For all Contracts – Automobile Liability: in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 “owned autos only” must be secured. If Contractor employee’s vehicles are used, the Contractor must also include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is: \$1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.
- 5. For Contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)
 - a. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide Pollution Liability insurance for the hazardous substance removal as follows:

<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
\$500,000.00	\$1,000,000.00

or \$1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.

- i. Insurance certificate must state that the insurer is covering hazardous substance removal.
- ii. Should this insurance be secured on a “claims made” basis, the coverage must be continuously maintained for one year following the project’s “final completion” through official completion of the project, plus one year following.

For Contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a. above. The State of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.

2.03 INSURANCE COVERAGE CERTIFICATES

- A. Certificate required: Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.
- B. List Project info: All insurance certificates shall name Owner’s Project number and Project title.
- C. Cancellation provisions: All insurance certificates shall specifically require 45 Days prior notice to Owner of cancellation or any material change, except 30 Days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

Conditions for bonds: Payment and performance bonds for 100% of the Contract Award Amount, plus state sales tax, shall be furnished for the Work, using the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312. Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by 15% or more, the Contractor shall provide either new payment and performance bonds for the revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by 15% or more.

No payment or performance bond is required if the Contract Sum is \$150,000 or less and the Contractor or General Contractor/Construction Manager agrees that Owner may, in lieu of the bond, retain 10% of the Contract Sum for the period allowed by RCW 39.08.010.

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2.05 ALTERNATIVE SURETY

When alternative surety required: Contractor shall promptly furnish payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if required by Owner.

2.06 BUILDER'S RISK

- A. Contractor to buy Property Insurance: Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Substantial Completion. For projects not involving New Building Construction, "Installation Floater" is an acceptable substitute for the Builder's Risk Insurance. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
- B. Losses covered: Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.
- C. Waiver of subrogation rights: Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in Section 5.20, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

3.02 CONSTRUCTION SCHEDULE

- A. Preliminary Progress Schedule: Unless otherwise provided in Division 1, Contractor shall, within 14 Calendar Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.

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B. Form of Progress Schedule: The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network or, with the approval of the Owner, a bar chart schedule may be submitted. The scheduling of construction is the responsibility of the Contractor and is included in the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of Values. The schedule shall show the Contractor's planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:

1. Date of Notice to Proceed;
2. Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
3. Utility Shutdowns;
4. Interrelationships and dependence of activities;
5. Planned vs. actual status for each activity;
6. Substantial completion;
7. Punch list;
8. Final inspection;
9. Final completion, and
10. Float time

The Schedule Duration shall be based on the Contract Time of Completion listed on the Euna Procurement Submittal Questionnaire in the Euna Procurement Portal. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions.

Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the project.

- C. Owner comments on Progress Schedule: Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 Days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
- D. Monthly updates and compliance with Progress Schedule: Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by Owner, Contractor shall submit a corrective action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.
- E. Contractor to notify Owner of delays: Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may suspend Work: Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 Days, or for such longer period as mutually agreed.
- B. Compliance with suspension; Owner's options: Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
 - 1. Cancel the written notice suspending the Work; or
 - 2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.
- C. Resumption of Work: If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Equitable Adjustment for suspensions: Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. Owner may stop Work for Contractor's failure to perform: If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. No Equitable Adjustment for Contractor's failure to perform: Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

- A. Force Majeure actions not a default; Force Majeure defined: Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
 - 1. Acts of God or the public enemy;
 - 2. Acts or omissions of any government entity;
 - 3. Fire or other casualty for which Contractor is not responsible;
 - 4. Quarantine or epidemic;
 - 5. Strike or defensive lockout;
 - 6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 - 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.

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- B. Contract Time adjustment for Force Majeure: Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contract Time or Contract Sum adjustment if Owner at fault: Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to Sections 7.02 and 7.03.
- D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. Contractor to notify Owner of labor disputes: If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. Pass through notification provisions to Subcontractors: Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

- A. Liquidated Damages
 - 1. Reason for Liquidated Damages: Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
 - 2. Calculation of Liquidated Damages amount: The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.

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3. Contractor responsible even if Liquidated Damages assessed: Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

Calculation of Actual Damages: Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. Specifications and Drawings are basis of the Work: The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- B. Parts of the Contract Documents are complementary: The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor to report discrepancies in Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to A/E in writing.
- D. Contractor knowledge of discrepancy in documents – responsibility: Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor to perform Work implied by Contract Documents: Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Interpretation questions referred to A/E: Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

4.02 PROJECT RECORD

- A. Contractor to maintain Project Record Drawings and Specifications: Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals (COP). This separate set of Drawings and Specifications shall be the "Project Record."

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- B. Update Project Record weekly and keep on site: The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD." The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Final Project Record to A/E before Final Acceptance: Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

4.03 SHOP DRAWINGS

- A. Definition of Shop Drawings: "Shop Drawings" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.
- B. Approval of Shop Drawings by Contractor and A/E: Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review.

Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

- C. Contractor not relieved of responsibility when Shop Drawings approved: Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. Variations between Shop Drawings and Contract Documents: If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.

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- E. Contractor to submit 5 copies of Shop Drawings: Unless otherwise provided in Division 1, Contractor shall submit to A/E for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by A/E and 2 sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

Specification organization by trade: Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. A/E, not Contractor, owns Copyright of Drawings and Specifications: The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. Drawings and Specifications to be used only for this Project: The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.
- C. Shop Drawing license granted to Owner: Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Section 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. Shop Drawings to be used only for this Project: The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 – PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor responsible for Means and Methods of construction: Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Competent Superintendent required: Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, at no cost to the Owner for delay or any other claim, if Owner reasonably deems the superintendent incompetent, negligent, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition. Noncompliance with the Owner's request to remove and replace the superintendent for a material reason shall also be grounds for terminating the Contract for cause.
- C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. Contractor to employ competent and disciplined workforce: Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, require Contractor to remove from the Work or Project site, at no cost to the Owner for delay or any other claim, any employee Owner reasonably deems incompetent, negligent, or otherwise objectionable. Noncompliance with the Owner's request to remove and replace personnel at any level for a material reason shall also be grounds for terminating the Contract for cause.
- E. Contractor to keep project documents on site: Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- F. Contractor to comply with ethical standards: Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, which, among other things, prohibits state employees from having an economic interest in any public works contract that was made by, or supervised by, that employee. Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors' employees, if they are in violation of this act.

5.02 PERMITS, FEES, AND NOTICES

- A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. Allowances for permit fees: The actual cost of the general building permit (only) and the public utility hook-up fees will be a direct reimbursement to the Contractor or paid directly to the permitting agency by the Owner. ***Fees for these permits should not be included by the Contractor in his bid amount.***

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- C. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
- D. Contractor to submit copies: The General Contractor shall submit copies of each valid permit required on the project to the Owner's representative. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to secure permits.

5.03 PATENTS AND ROYALTIES

Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

- A. Contractor to pay Prevailing Wages or applicable Federal Wages: Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries (L&I). The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate. If applicable, the Contractor shall comply with all Federal Funding requirements of the Davis

Bacon Act that will be addressed in a separate "DIVISION 00 SPECIAL CONDITIONS" specification section that will be based on the specific requirements of the funding source.

- B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the L&I, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the L&I, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- D. Disputes: Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the L&I. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- E. Statement with pay application; Post Statements of Intent at job site: Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the L&I where a complaint or inquiry concerning prevailing wages may be made.
- F. Contractor to pay for Statements of Intent and Affidavits: In compliance with chapter 296-127 WAC, Contractor shall pay to the L&I the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the L&I for certification.

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- G. Certified Payrolls: Consistent with RCW 31.12.120, contractors, subcontractors, or employers shall file a copy of its certified payroll records using the L&I' online system at least once per month. If the L&I' online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with the L&I in a format approved by the L&I at least once per month. A contractor, subcontractor, or employer's noncompliance with this section constitutes a violation of RCW 39.12.050.
- H. Compliance with Federal Funding requirements: If applicable, the Contractor shall comply with all Federal Funding requirements of the Davis Bacon Act that will be addressed in a separate "DIVISION 00 SPECIAL CONDITIONS" specification section that will be based on the specific requirements of the funding source.

5.05 HOURS OF LABOR

- A. Overtime: Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours of service.
- B. 4-10 Agreements: Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

- A. Discrimination prohibited by applicable laws: The Contractor and all Subcontractors shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.
- B. During performance of the Work:
 - 1. Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
 - 2. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
 - 3. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.

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4. Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

5.07 SAFETY PRECAUTIONS

- A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:
 1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner's representative prior to the initial scheduled construction meeting.
 2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by all applicable state, federal, and local laws and regulations.
 3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.
 4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.
 5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.
- B. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.

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1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. WAC: The requirements of chapter 296-62 WAC, General Occupational Health Standards;
 - b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
 - c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
 - c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Hazardous, toxic or harmful substances: Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.
 2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.

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- G. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
- C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and reporting by Contractor of demolished materials: Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

- A. Excavation defined; Use of locator services: "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

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5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES AND IMPROVEMENTS

- A. Contractor to protect and repair property: Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

- A. Advanced planning of the Work: Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Layout responsibilities: Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

- A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents.
- B. Use of asbestos-containing building materials: The use of asbestos-containing building materials in new construction or renovation work is strictly prohibited. For the determination of asbestos-containing building materials, the following shall apply:

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1. Until January 1, 2025, asbestos deliberately added in any concentration that contains more than one percent asbestos by weight or area as determined using the United States environmental protection agency method for the determination of asbestos in bulk building materials, EPA/600/R-93/116, July 1993.
 2. Following January 1, 2025, asbestos building material deliberately added in any concentration that contains more than 1/10th of one percent asbestos by weight or area for the determination of asbestos in bulk building materials, EPA/600/R-93/116, July 1993.
- C. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- D. Owner may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner to provide and charge for utilities: Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- B. Contractor to install temporary connections and meters: Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

- A. Contractor to provide for all testing and inspection of Work: Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. Owner may conduct tests and inspections: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
1. Constitute or imply acceptance;
 2. Relieve Contractor of responsibility for providing adequate quality control measures;

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3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Inspections or inspectors do not modify Contract Documents: Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

- A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. Contractor's compliance with warranty provisions: If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

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- E. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. Owner may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so, and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

Owner and A/E access to Work site: Contractor shall provide Owner and A/E access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

Owner may award other contracts; Contractor to cooperate: Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

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1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, an electrical contractor license, if required by chapter 19.28 RCW, an elevator contractor license, if required by chapter 70.87 RCW, or a plumbing contractor license if required by chapter 18.106.16 RCW;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010, or 39.12.065 (3).
 5. On a project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner's first advertisement of the project.
 6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the L&I or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
- B. Provide names of Subcontractors and use qualified firms: Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions. Substitutions of subcontractors listed on Forms A and B are only allowable according to RCW 39.30.060.
- C. Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.

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- E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. Effective only after termination and Owner approval: The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 2. Owner assumes Contractor's responsibilities: After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.

Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

- A. Contractor warranty of Work: In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. Contractor responsibilities: With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
1. Obtain warranties: Obtain all warranties that would be given in normal commercial practice;
 2. Warranties for benefit of Owner: Require all warranties to be executed, in writing, for the benefit of Owner;
 3. Enforcement of warranties: Enforce all warranties for the benefit of Owner, if directed by Owner; and
 4. Contractor responsibility for subcontractor warranties: Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranties should they extend beyond the period specified in the Contract Documents.
- C. Warranties beyond Final Acceptance: The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION

- A. Contractor to indemnify Owner: Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
1. Sole negligence of Contractor: The sole negligence of Contractor or any of its Subcontractors;
 2. Concurrent negligence: The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor; and
 3. Patent infringement: The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest, including copyright, trademark, and trade secret.

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- B. Employee action and RCW Title 51: In any action against Owner and any other entity indemnified in accordance with this section, by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with RCW Title 51.

PART 6 – PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contract Sum: Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.

6.02 SCHEDULE OF VALUES

Contractor to submit Schedule of Values: Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principal category of work, in such detail as requested by Owner (“Schedule of Values”). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.03 APPLICATION FOR PAYMENT

- A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor’s knowledge, as of the date of the Application for Payment.
- C. Reconciliation of Work with Progress Schedule: At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. Payment for material delivered to site or stored off-site: If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
1. Suitable facility or location: The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;
 2. Facility or location within 10 miles of Project: The facility or location is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;

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3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
4. Insurance provided on materials in facility or location: Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
5. Facility or location locked and secure: The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
6. Owner right of access to facility or location: Owner shall at all times have the right of access in company of Contractor;
7. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and
8. Contractor provides documentation and Notice when materials moved to site: Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Withholding retainage: Options for retainage: Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.
- C. Title passes to Owner upon payment: Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
- D. Interest on unpaid balances: Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in chapter 39.76 RCW.

6.05 PAYMENTS WITHHELD

- A. Owner's right to withhold payment: Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
 1. Non-compliant Work: Work not in accordance with the Contract Documents;
 2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;

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3. Owner correction or completion Work: Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;
 4. Contractor's failure to perform: Contractor's failure to perform in accordance with the Contract Documents; or
 5. Contractor's negligent acts or omissions: Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. Owner to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with chapter 39.76 RCW.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

Chapters 39.08 RCW and 60.28 RCW incorporated by reference: Chapters 39.08 RCW and 60.28 RCW, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.07 SUBSTANTIAL COMPLETION

Substantial Completion defined: Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the facilities (or portion thereof designated and approved by Owner) for the use for which it is intended. All Work other than incidental corrective or punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

- A. Prior Occupancy defined; Restrictions: Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. Damage; Duty to repair and warranties: Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.

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- B. Final Acceptance defined: Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Final payment waives Claim rights: Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.

PART 7 – CHANGES

7.01 CHANGE IN THE WORK

- A. Changes in Work, Contract Sum, and Contract Time by Change Order: Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. Owner may request COP from Contractor: If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. COP negotiations: Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. Change Order as full payment and final settlement: If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

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- E. Failure to agree upon terms of Change Order; Final offer and Claims: If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 Days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.
- F. Field Authorizations: The Owner may direct the Contractor to proceed with a change in the work through a written Field Authorization (also referred to as a Field Order) when the time required to price and execute a Change Order would impact the Project.

The Field Authorization shall describe and include the following:

1. The scope of work.
2. An agreed upon maximum not-to-exceed amount.
3. Any estimated change to the Contract Time.
4. The method of final cost determination in accordance with the requirements of Part 7 of the General Conditions.
5. The supporting cost data to be submitted in accordance with the requirements of Part 7 of the General Conditions.

Upon satisfactory submittal by the Contractor and approval by the Owner of supporting cost data, a Change Order will be executed. The Owner will not make payment to the Contractor for Field Authorization work until that work has been incorporated into an executed Change Order.

7.02 CHANGE IN THE CONTRACT SUM

A. General Application

1. Contract Sum changes only by Change Order: The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal.
2. Owner fault or negligence as basis for change in Contract Sum: If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - (a) Notice and record keeping for equitable adjustment: A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner 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. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.

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- (b) Content of notice for equitable adjustment; Failure to comply: Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - (c) Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with Section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - (d) Contractor to proceed with Work as directed: Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - (e) Contractor to combine requests for same event together: Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
3. Methods for calculating Change Order amount: The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
- (a) Fixed Price: On the basis of a fixed price as determined in paragraph 7.02B.
 - (b) Unit Prices: By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - (c) Time and Materials: On the basis of time and material as determined in paragraph 7.02D.
4. Fixed price method is default; Owner may direct otherwise: When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing – Fixed Price

Procedures: When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

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1. Breakdown and itemization of details on COP: Contractor's Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
2. Use of industry standards in calculating costs: All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
3. Costs contingent on Owner's actions: If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. Markups on additive and deductive Work: The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.
5. Breakdown not required if change less than \$1,000: If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. Breakdown required if change between \$1,000 and \$2,500: If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
 - a. lump sum labor;
 - b. lump sum material;
 - c. lump sum equipment usage;
 - d. overhead and profit as set forth below; and
 - e. insurance and bond costs as set forth below.
7. Components of increased cost: Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
 - a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
 - (1) Basic wages and benefits: Hourly rates and benefits as stated on the L&I approved "statement of intent to pay prevailing wages" or a higher amount if approved by the Owner. Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
 - (2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the L&I.
 - (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.

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- (4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
- (5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% of the sum of the amounts calculated in (1), (2), and (3) above.
- b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.
- c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:
- (1) The National Electrical Contractors Association for equipment used on electrical work.
 - (2) The Mechanical Contractors Association of America for equipment used on mechanical work.
 - (3) The EquipmentWatch Fleet Manager Estimator Package (digital). The maximum rate for standby equipment shall not exceed that shown in the Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement, current edition on the Contract execution date.
- The EquipmentWatch Rental Rate Blue Book shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition on the Contract execution date.
- d. Allowance for small tools, expendables & consumable supplies: Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:
- (1) 3% for Contractor: For Contractor, 3% of direct labor costs.
 - (2) 5% for Subcontractors: For Subcontractors, 5% of direct labor costs.
- Expendables and consumables supplies directly associated with the change in Work must be itemized.
- e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.
- f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum. If the Contractor is compensated under Section 7.03D, the amount of such compensation shall be reduced by the amount Contractor is otherwise entitled to under this subsection (f). This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built

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drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

- (1). Projects less than \$3 million: For projects where the Contract Award Amount is under \$3 million, the following shall apply:
 - (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (c) Contractor markup for Subcontractor Work: For Contractor, for any work performed by its Subcontractor(s) 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.
 - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
 - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.
- (2). Projects more than \$3 million: For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:
 - (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (c) Contractor markup for Subcontractor Work: For Contractor, for any Work performed by its Subcontractor(s), 4% of the first \$50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any.
 - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
 - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.
- g. Allowance for profit: Allowance for profit is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:

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- (1) Contractor / Subcontractor markup for self-performed Work: For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with Section 7.02B 7a. – e.
 - (2) Contractor / Subcontractor markup for Work performed at lower tier: For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the subcontract cost developed in accordance with Section 7.02B 7a. – h.
- h. Insurance and bond premiums: Cost of change in insurance or bond premium: This is defined as:
- (1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
 - (2) Payment and Performance Bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g above.

C. Change Order Pricing – Unit Prices

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
 - a. Scope: Scope of work to be performed;
 - b. Reimbursement basis: Type of reimbursement including pre-agreed rates for material quantities; and
 - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
 - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Leave access as appropriate for quantity measurement; and
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and satisfy the following requirements:
 - a. Unit prices must include overhead, profit, bond and insurance premiums: Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and
 - b. Owner verification of quantities: Quantities must be supported by field measurement statements signed by Owner.

D. Change Order Pricing – Time-and-Material Prices

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
 - a. Scope: Scope of Work to be performed;

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- b. Reimbursement basis: Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
- a. Identify workers assigned: Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Provide daily timesheets: Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review.
 - c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;
 - d. Perform Work efficiently: Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed Owner's cost limit: Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
- a. Timesheets: Labor detailed on daily time sheets; and
 - b. Invoices: Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

- A. COP requests for Contract Time: The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. Time extension permitted if not Contractor's fault: If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
 - 1. Notice and record keeping for Contract Time request: A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 Days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
 - 2. Timing and content of Contractor's Notice: Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

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3. Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 4. Contractor to proceed with Work as directed: Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Contractor to demonstrate impact on critical path of schedule: Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. Cost of change in Contract Time: Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. Must be solely fault of Owner or A/E: The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Procedures: Contractor shall follow the procedure set forth in paragraph 7.03B;
 3. Demonstrate impact on critical path: Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 4. Limitations on daily costs: The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B 7f for any change in the Work that contributed to this change in Contract Time:
 - a. Non-productive supervision or labor: cost of nonproductive field supervision or labor extended because of delay;
 - b. Weekly meetings and indirect activities: cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. Temporary facilities or equipment rental: cost of temporary facilities or equipment rental extended because of the delay;
 - d. Insurance premiums: cost of insurance extended because of the delay;
 - e. Overhead: general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

PART 8 – CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. Claim is Contractor's remedy: If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as provided in Section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Claim filing deadline for Contractor: Contractor shall file its Claim within 120 Days from Owner's final offer made in accordance with paragraph 7.01E, or by the date of Final Acceptance, whichever occurs first.
- C. Claim must cover all costs and be documented: The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
1. Factual statement of Claim: A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 2. Dates: The date on which facts arose which gave rise to the Claim;
 3. Owner and A/E employee's knowledgeable about Claim: The name of each employee of Owner or A/E knowledgeable about the Claim;
 4. Support from Contract Documents: The specific provisions of the Contract Documents which support the Claim;
 5. Identification of other supporting information: The identification of any documents and the substance of any oral communications that support the Claim;
 6. Copies of supporting documentation: Copies of any identified documents, other than the Contract Documents, that support the Claim;
 7. Details on Claim for Contract Time: 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;
 8. Details on Claim for adjustment of Contract Sum: 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, and in the detail as required by Section 7.02; and
 9. Statement certifying Claim: 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 Owner is liable.
- D. Owner's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. Response time for Claim less than \$50,000: If the Claim amount is less than \$50,000, with a decision within 60 Days from the date the Claim is received; or

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2. Response time for Claim of \$50,000 or more: If the Claim amount is \$50,000 or more, with a decision within 60 Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.
- F. Waiver of Contractor rights for failure to comply with this Section: Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

8.02 ARBITRATION

- A. Timing of Contractor's demand for arbitration: If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 Days after the date of Owner's decision on such Claim; failure to demand arbitration within said 30 Day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Filing of Notice for arbitration: Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provided to Owner. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
 1. Claims less than \$30,000: Disputes involving \$30,000 or less shall be conducted in accordance with the Northwest Region Expedited Commercial Arbitration Rules; or
 2. Claims greater than \$30,000: Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
- C. Arbitration is forum for resolving Claims: All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.
- D. Owner may combine Claims into same arbitration: Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. Settlement outside of arbitration to be documented in Change Order: If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

8.03 CLAIMS AUDITS

- A. Owner may audit Claims: All Claims filed against Owner 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 Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. Contractor to make documents available: In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
1. Daily time sheets and supervisor's daily reports;
 2. Collective bargaining agreements;
 3. Insurance, welfare, and benefits records;
 4. Payroll registers;
 5. Earnings records;
 6. Payroll tax forms;
 7. Material invoices, requisitions, and delivery confirmations;
 8. Material cost distribution worksheet;
 9. Equipment records (list of company equipment, rates, etc.);
 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 12. Subcontractors' and agents' payment certificates;
 13. Cancelled checks (payroll and vendors);
 14. Job cost report, including monthly totals;
 15. Job payroll ledger;
 16. Planned resource loading schedules and summaries;
 17. General ledger;
 18. Cash disbursements journal;
 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;

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22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
 24. Work sheets, software, and all other documents used by Contractor to prepare its bid.
- C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. 7 Day Notice to Terminate for Cause: Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
 6. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 7. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Owner's actions upon termination: Upon termination, Owner may at its option:
1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.20; and
 3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.

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- C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminates Contractor for cause and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
 - 1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;
 - 2. No further orders or Subcontracts: Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 - 3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 - 4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 - 5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 - 6. Continue performance not terminated: Continue performance only to the extent not terminated
- C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.

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- D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in the county in which Owner's principal place of business is located, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

Bound to successors; Assignment of Contract: Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No waiver of rights: No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval or an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Contractor must be registered or licensed: Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.06 TIME COMPUTATIONS

Computing time: When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

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10.07 RECORDS RETENTION

Six-year records retention period: The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with Section 8.03, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

No third-party relationships created: The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Contractor assigns overcharge amounts to Owner: Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 HEADINGS AND CAPTIONS

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

10.11 DIVERSE BUSINESS PARTICIAPTION

The state of Washington encourages participation in all of its contracts by Diverse Businesses as found in RCW Chapters 39, 43, and WAC 326. The voluntary Diverse Business goal of 26%, which is an aggregate of: 10% Minority Business Enterprises (MBE), 6% Women Business Enterprises (WBE), 5% Veteran-owned Business, 5% Small Business (SBE) Enterprise, and Public Works Small Business Enterprise (PWSBE) self- identified in the DES diversity compliance program B2Gnow system. Contractors are encouraged to meet or exceed the project goals in the advertisement by any level of participation, regardless of category.

DES reserves the right to adjust the voluntary participation goals.

Businesses are encouraged to register in WEBS, and B2Gnow as well as registering as a state certified M/WBE/Veteran Business.

For reporting, Contractor is required to register and create an account in the DES Public Works Diversity Tracking & Management System powered by B2GNow.

Every month for the duration of your contract, and while your contract is active in the DES Public Works Diversity Tracking & Management System, submit and accurately maintain the following information:

1. Payments received by the prime contractor from the Agency.
2. Payments paid to each first tier subcontractor.
3. Payments paid to each first tier supplier.

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You must also ensure the following information is reported in the DES Public Works Diversity Tracking & Management System by your first tier subcontractors and suppliers for the duration of your contract:

1. Confirmation of payments from the prime contractor to the first-tier subcontractor
2. Confirmation of payments from the prime contractor to first tier suppliers

10.12 MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION

In accordance with RCW 39.04.320, the State of Washington requires 15% apprenticeship participation for projects estimated to cost one million dollars or more unless otherwise stated on the Bid Advertisement and the Submittal Questionnaire/Bidding Terms and Conditions. Contractors who meet or exceed minimum participation requirement are eligible for monetary incentive of \$1,000 and will be paid to the contractor meeting the apprentice utilization requirement. A monetary penalty will be applied to the contractor failing to meet the utilization requirement and failing to demonstrate a Good Faith Effort. The penalty will be applied to every hour of shortfall of the minimum number of required apprentice hours using the applicable published wage of a Step 1 apprentice laborer.

The penalty will not exceed five percent (5%) of the total Contract Sum. The cost value associated with meeting the apprentice utilization requirement is included in the Base Bid.

- A. Apprentice participation, under this contract, may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (RCW 49.04 and WAC 296-05).
- B. Bidders may contact the L&I to obtain more information about apprenticeship programs.
- C. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Owner. In any request for the change, the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.
- D. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor. The Owner may withhold payment pursuant to Part 6.05, stop the work for cause pursuant to Part 3.04, and terminate the contract for cause pursuant to Part 9.01.

10.13 SPECIAL CONDITIONS

The Owner may have Federal Funding or other special requirements for this project. If applicable, the Contractor will be required to comply with the "DIVISION 00 SPECIAL CONDITIONS" section in the specifications that will be based on the specific requirements of the funding source.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext): (FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: CL2461317308

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$
	OTHER:						PERSONAL & ADV INJURY \$
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OCCUR						BODILY INJURY (Per accident) \$
	EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> CLAIMS-MADE						
	DED	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF WASHINGTON
APPLICATION AND CERTIFICATE FOR PAYMENT ON CONTRACT

CERTIFICATE FOR PAYMENT. For period from: date to date
 Contract for: **project title** Date: date
 Location: **project location** Certificate No.: inv. no.
 Contractor: **Construction Company** Contract No.: **2000-000 G (1-1)**

Original Contract Amount: \$0.00
 Net change in Contract Amount to Date: \$0.00
 Adjusted Contract amount **\$0.00**

ITEM NO.	SCHEDULE OF VALUES DETAIL	ESTIMATED VALUE	AMOUNT EARNED	%	PREVIOUSLY CLAIMED	THIS INVOICE
				#####		\$0.00
				#####		\$0.00
				#####		\$0.00
				#####		\$0.00
				#####		\$0.00
				#####		\$0.00
				#####		\$0.00
				#####		\$0.00
19	Change Orders:					
20	1.	\$0.00	\$0.00	#####	\$0.00	\$0.00
20	2.	\$0.00	\$0.00	#####	\$0.00	\$0.00
20	3.	\$0.00	\$0.00	#####	\$0.00	\$0.00
20	4.	\$0.00	\$0.00	#####	\$0.00	\$0.00
20	5.	\$0.00	\$0.00	#####	\$0.00	\$0.00
20	6.	\$0.00	\$0.00	#####	\$0.00	\$0.00
20	7.	\$0.00	\$0.00	#####	\$0.00	\$0.00
20	8.	\$0.00	\$0.00	#####	\$0.00	\$0.00
20	6.	\$0.00	\$0.00	#####	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	#####	\$0.00	\$0.00
TAX	8.90% SALES TAX	\$0.00	\$0.00		\$0.00	\$0.00
	TOTAL	\$0.00	\$0.00		\$0.00	\$0.00
Less Retainage..	0%		\$0.00		\$0.00	\$0.00
	NET		\$0.00		\$0.00	\$0.00
	Less Previous Payments.....		\$0.00			
	Additional Tax 0.00%	\$0.00			\$0.00	
	AMOUNT DUE THIS ESTIMATE		\$0.00			\$0.00

check
 \$0.00
 \$0.00
 \$0.00
 \$0.00
 \$0.00

This is to certify that the contractor, having complied with the terms and conditions of the above mentioned contract, is due and payable from the State of Washington, the amount set after "AMOUNT DUE THIS ESTIMATE."

Construction Company _____
(Contracting Firm)

_____ (Architect or Engineer)

By _____ By _____
SIGN IN INK SIGN AND DATE

Instructions for Submittal of Contractor Invoice for Payment

The State of Washington has incorporated a statewide vendor registration system. This system allows several agencies to use the same payee number thus eliminating additional costs associated with each agency maintaining separate payee lists.

Attached are the payee instructions, W9 and registration form. Please read and return the forms as directed. **Payments cannot be processed until the forms have been returned.**

If you are not established as a statewide vendor in the statewide vendor registration system, please complete and return the Statewide Payee Registration Washington State form which will issue you a statewide vendor number. You can find the form here:

<https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services/vendor-payee-registration>

Thank you for using the statewide vendor registration site and for considering direct deposit. If you have questions or concerns regarding this process, please E-mail or call the Statewide Payee Desk using the information provided on the website.

Proper preparation of invoice vouchers is necessary to ensure prompt payment by the State of Washington. Failure to properly fill out the forms and provide tax identification numbers may result in delay of your payment. Any questions you have regarding invoicing should be directed to your Facility Professional Services (FPS) project manager.

A Microsoft Excel workbook containing the following forms is available on our web site listed in the NTP letter, or ask your FPS PM. The workbook is titled “Contractor Invoice Form”.

<u>Page</u>	<u>Explanation</u>
Invoice	Contractor Invoice Voucher, State form A19-2AE2
Application	Application for Payment
Escrow	Contractor Escrow Invoice Voucher, State form A19-2AE3
Certificate	Certificate of Material stored on job site
Apprentice	Statement of Apprenticeship Participation

Preparing an invoice for payment utilizing Microsoft Excel:

1. Open the EXCEL Workbook Contractor Invoice Form, and ‘save as’ wherever you choose, using whatever name you choose.
2. The screen showing the workbook contents should come up with the files or pages listed above. The cells that need to be filled in by you are in blue. If no information is needed for a particular cell, move the cursor to that cell and delete the cell contents.
3. **Invoice**
 - A. On the Invoice Voucher page, fill in the Agency Name, FPS project manager name, your firm name and address, contract number, invoice date, invoice number, federal tax identification number, and the title of the person signing the form.
 - B. Next fill in the Washington State Sales Tax for the project location. The remainder of the invoice page will be automatically filled in as the Application for Payment page is completed.
4. **Application** – Open the Application for Payment, and fill in the payment period dates, project name and location.
 - A. The Schedule of Values portion is shown as an example only. This information needs to be reviewed with and approved by the A/E consultant prior to inclusion. On large projects this page may be used as a summary sheet or additional lines may be added. That is up to you and the A/E. The information needed may be on one page or several pages but needs to be complete and accurate. Verify that the subtotal of the Estimated Value column is the Original Contract Amount before including change order amounts. This number will show at the top of the sheet as the Original Contract Amount.
 - B. The calculations for the “this invoice” column and the bottom of the page should be automatic. If you have added rows you should check the formulas at the bottom to verify that all sums are accurate.
 - C. The “by” indication requires the signature of a contracting agent of the contractor’s firm. Sign it after making the required copies.

5. **Escrow Invoice** – If you have chosen to have the retainage held in an Escrow account, go to the Escrow Invoice Voucher. Add the Escrow agent’s name and address, and the Escrow Agreement number.

6. **Certificate** – The Certificate for Materials stored on job site provides for you to be paid for materials stored on the job site that are not yet incorporated into the work.

7. **Payment Detail Reporting**

- In order to report payment detail, an account with B2Gnow is required. B2Gnow is designed to streamline and automate compliance reporting requirements, empowering vendors to maintain accurate contact information and submit contract payment details online.
- To create an account or verify if an account has already been created on behalf of your company, log into the following URL <https://des.diversitycompliance.com/>.
 - For account login or account creation details, please refer to the Quick Reference Guides located on pages 4 - 6 or go to B2Gnow home page by clicking on the URL listed above and Clicking on the “Help/First Time Users” link.
- Every month for the duration of your contract, submit the following payment information through B2Gnow:
 - Payments received by the prime contractor from the Agency
 - Payments paid to each subcontractor, including lower tier subcontractors
 - Payments paid to each supplier
 - For a Quick Reference Guide on how to submit this information into B2Gnow, refer to pages 4 - 6.

8. **Apprentice** – The Statement of Apprentice/Journeymen Participation form is required on all applicable projects where indicated in the Advertisement for Bids and as outlined in the Instructions to Bidders, paragraph 0.01 C. The lists for both Apprentice and Journeymen are expandable by using the “unhide feature similar to the Sub List”.

Where to send your completed voucher packet:

Please check all the numbers, review the completeness of your invoice package for submittal, and sign the Invoice, Escrow and Application pages. The package must include: Invoice form and Application for Payment. It may also include your Escrow Invoice if that option was selected, Certificate of Materials stored, and may include Intent to Pay Prevailing Wage forms.

If this is your final invoice for release of retainage, your approved Affidavits of Wages Paid must either accompany this invoice or they must have been previously submitted to Engineering and Architectural Services.

Please submit your signed invoice voucher package i to the A/E consultant firm for approval. The A/E will review, and return the invoice package to you for revision if not acceptable, or approve and forward it to FPS for approval.

Note: Occasionally during the life of a contract the tax rate changes, should that happen please use the following for making **Tax Adjustments**:

1. **Invoice** – Invoice Voucher page, on the row addressing tax, leave the sales tax percentage as it was when the contract was signed. After the words “Washington State Sales Tax” add in bold print “**PLUS ADJUSTMENT**”, to show that an adjustment has been made.
2. **Application** – Application for Payment, on the row addressing tax, between the % and SALES TAX, add “PLUS ADJ”.
 - A. Additional tax row – in the C-column, insert the amount of the tax increase, e.g., if the tax rate increased from 8.1% to 8.5%, use 0.004. In the D-column add the date of the tax increase. In the I-column insert the **amount of adjustment previously claimed**, if any.
 - B. Tax row – in the G-column (amount earned), add the adjustment amount of the estimated value column to the SUBTOTAL amount of the estimated value column times the previous tax rate. *The formula should look like =ROUND(G100*TAX,2)+E106+I106.* In the I-column, add the previously claimed adjustment amount to the previously claimed SUBTOTAL times the previous tax rate. *The formula should look like =ROUND(I101*TAX,2)+I106.*

B2Gnow Vendor Registration Quick Reference Guides

Account Lookup and Creating New Account

Navigation: System Access Login Screen→Account Lookup

- Enter search parameters (Business Name, Tax ID, Contract Person, Email, Phone/Fax, Address) and click **Search**
- If vendor not found in the search results, click the **Customer Support** link located at the top of the page.
- Complete the information (Company Name, Your Name, Email, Phone/Fax, Message Subject and Message) and click on **Submit**
- B2Gnow customer support will contact you via email to gather more information and set up your account.

Forgot My Username – if account currently exists but you forgot your username

Navigation: System Access Login Screen→Contact Us & Support

- Click on the Customer Service **Contact Us** link
- Complete the information (Company Name, Your Name, Email, Phone/Fax, Message Subject and Message) and click **Submit**
- B2Gnow customer support will contact you via email with your username

Forgot My Password or Change My Password – if account currently exists but you forgot your password (or need to change it)

Forgot My Password

Navigation: System Access Login Screen→Forgot Password

- Enter email address, username or user number in the field and click **Submit**
- An email will be sent to you within minutes containing a one-time password. You will be required to reset your password after login.

Change My Password

Navigation: Home Screen→Settings→Change Your Password

- Enter old password
- Enter new password

Adding Subcontractors to a Contract

Left Hand Navigation Bar: From the Home Screen, click on View and then My Contracts

- Click on **View** in the Actions column to open the contract
- Click on the **Subcontractors** tab
- Click on **Add First Tier Subcontractor**
- Type in the Subcontractors Name and choose from dropdown list or Click on **Get Vendor**
 - In the **Get Vendor** search screen, enter in search data and click **Search All Matches**. If vendor found, then click on **Select Vendor**
 - If Vendor not found, see **Create A Vendor** section below
- If only one **Contact** exists, system will default the contact. If more than one exists, choose the correct one from the dropdown list.

- If only one **Address** exists, system will default the address. If more than one exists, choose the correct one from the dropdown list.
- Enter in the following fields:
 - **Subcontract Percent/Amount**
 - **Include in Compliance Audits?** – choose the appropriate response
 - **Count Towards Certified Goals?** – choose the appropriate response and then select the goal type (MBE, WBE, MWBE, VA or SBE)
 - **Type of Participation** – choose the appropriate response
 - **Work Description**
 - **Subcontract Award/Commit Date**
 - **Estimated Work Start Date**
 - **Estimated Work End Date**
 - **Add vendor to existing audits for this contract** – choose the appropriate response

Click on Review - review the record and if need to make changes, click Edit. To save the record, click Save.

Create a Subcontractor/Supplier

Navigation: Home Screen → Search → Vendors

- Enter search parameters and click **Search All Matches**
- If Subcontractor/Supplier not found in the search results, click **Add New Vendor** and enter the following fields:

Business Information

- Enter in the **Business Name**
- Enter in the **DBA**, if applicable
- Enter in the **Tax ID Number**
- Do not need to enter the **Company Type** – leave as **None Selected**
- Do not need to enter the **Company Ownership Ethnicity** – leave as **None Selected**
- Do not need to enter the **Company Ownership Gender** – leave as **None Selected**

Business Contact Information

- Enter in the **Main Company Email**
- Enter in the **Main Phone**
- Enter in the **Main Company Website**, if available
- Enter in the **Company Address**
- Enter in the **Company City**
- Enter in the **Company State**
- Enter in the **Company Zip code**

Company Contact Person

- Enter in the **Name** (first, last name)
- Enter in the **Title**, if available
- Enter in the **Email (Username)**
- Enter in the **Phone Number**, if different from Main Phone
- Enter in the **Time Zone**

Click on **Review** - review the record and if need to make changes, click **Edit**. To save the record, click **Save**.

Adding Payments Made to Prime Contractor

Left Hand Navigation Bar: From the Home Screen, click on **View** and then **My Contracts**

- Click on **View** in the Actions column to open the contract
- Click on **View Contract** in the Contract Status & Actions container
- Click on **Compliance Audit Summary** tab
- In the **Prime Contractor – Total Contact**, click on **Payments**
- In the **Contract Payment Details** container, click on **Report Payment to Prime** for the appropriate reporting period
- Enter the Enter in the following fields:
 - **Payment Amount**
 - **Payment Date**
 - **Comment**

Click on **Review** - review the record and if need to make changes, click **Edit**. To save the record, click **Save**.

Adding Payments Made to Subcontractor/Supplier

Left Hand Navigation Bar: From the Home Screen, click on **View** and then **My Contracts**

- Click on **View** in the Actions column to open the contract
- Click on **View Contract** in the Contract Status & Actions container
- Click on **Compliance Audit Summary** tab
- In the **Subcontractor Payments For** container, click on **Payments**
- In the **Contract Payment Details** container, click on **Submit Response** for the appropriate reporting period
- Enter the following fields:
 - **Amount Paid**
 - **Payment Date**
 - **Prompt Payment (yes/no)?**
 - **Payment Detail**

Click on **Review** - review the record and if need to make changes, click **Edit**



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C.2.0.2 Preconstruction Checklist

Project Number: _____ Date: _____
Project Title: _____ Location: _____

[Note: This agenda refers to the Project Documents. Coordinate information with Consultant-provided Division 1 Specifications. Modify this checklist to incorporate project specific information – retain all sections, but mark sections not applicable to current project with “Not Applicable”]

Name of Client Agency	Address	City / State / Zip Code
-----------------------	---------	-------------------------

Name of Owner	Address	City / State / Zip Code
DES (mailing)	PO Box 41476	Olympia, WA 98504
DES (physical location)	1500 Jefferson Street SE	Olympia, WA 98501

Name of Consultant	Address	City / State / Zip Code
--------------------	---------	-------------------------

Name of Contractor	Address	City / State / Zip
--------------------	---------	--------------------

Location of Conference

1. Identification of Office Representatives [attach the project Roles and Responsibilities document – Drafts available for Colleges]

Client Agency Representative	Phone Number	Email
------------------------------	--------------	-------

Owner Representative (DES)	Phone Number	Email
----------------------------	--------------	-------

Consultant Representative	Phone Number	Email
---------------------------	--------------	-------

Site Representative	Phone Number	Email
---------------------	--------------	-------

Testing Agency Representative	Phone Number	Email
-------------------------------	--------------	-------

Inspector Representative	Phone Number	Email
--------------------------	--------------	-------

Other Contact	Phone Number	Email
---------------	--------------	-------



Facility Professional Services

2. Communications

- a. [Specification Section 01 2050 Contract Modification Procedures](#): All instructions to the Contractor, whether verbal, written, or by telephone will be given by Owner. No other instructions shall be recognized. Any verbal instructions shall be confirmed in writing to the Contractor. Minor clarifications may be confirmed in site reports, or meeting minutes.
- b. Operational issues may be coordinated with the Site Representative.
- c. All correspondence shall be identified by the project title and contract number as provided on the first page of this document.

3. Responsibilities of the Owner's Governing Body

The Contracting Authority (Owner) is the Department of Enterprise Services, Facility Professional Services (FPS) Division which is acting for its Client Agency Department of Enterprises. All contract authorization (such as change orders) will be managed by the FPS Project Manager.

4. Completion of Time Contract

Refer to Bid Form.

Time for completion includes the contract time (120 days from Notice to Proceed to substantial completion), and time to achieve final completion (30 days). Date of notice to proceed is July 6, 2026; substantial completion is expected to be achieved on November 3, 2026.

5. Other requirements of the Contract Documents which deserve special discussion by all parties:

- a. Security Requirements: [Specification Section 01 1250 Site Specific Conditions and Section 01 5000 Temporary Facilities and Controls](#).
- b. Hazardous Materials Removal (e.g. - PCB or asbestos): [Specification Sections 01 1101 Summary of Hazardous Materials Work](#)
- c. Construction Waste Management: [Specification Section 01 5000 Temporary Facilities and Controls, 01 7419 Construction Waste Manage and Disposal](#)
- d. Project Closeout: [Specification Section 01 78 00](#).

6. Diverse Business Inclusion Requirements

The Contractor shall create an account in the DES Diversity Compliance program (B2Gnow) at <https://des.diversitycompliance.com>. On a monthly basis, the contractor will log into B2Gnow to verify that they were paid and record payments to subcontractors.

7. Apprenticeship

Refer to Bid Form and Instructions to Bidders:

Projects identified on the bid form to require 15% apprenticeship utilization shall adhere to the following requirements:

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7. Apprenticeship

Refer to Bid Form and Instructions to Bidders:

Projects identified on the bid form to require 15% apprenticeship utilization shall adhere to the following requirements:

- a. Contractor shall upload the Apprentice Utilization Plan on the Apprentice Utilization Plan template to the L&I portal within 10 business days of Notice to Proceed and prior to submitting the first invoice.
- b. Apprentice Utilization is monitored throughout the project based on submitted certified payroll to the Department of Labor and Industries (L&I) portal. Monthly, with each invoice, contractor shall download and print current utilization status, compare to Apprentice Utilization Plan, and submit L&I status report and narrative with invoice submittal.
- c. If the contractor is lagging in fulfilling the Apprentice Utilization Plan, they shall update the plan to show compliance and resubmit to the L&I website.
- d. If the contractor finds that they cannot meet the apprenticeship utilization requirement, the contractor may submit a Good Faith Effort (GFE) document. Requirements and instructions for the GFE are found in the Instructions to Bidders. The GFE may be submitted at any time during construction, up to 30 days prior to substantial completion.
- e. If the contractor meets the 15% apprenticeship utilization requirement, they will be rewarded with a \$1000 incentive. (Contractor is required to invoice this amount directly to the Agency/College after closeout of the project. No Washington State Sales tax will be added to this amount.)
- f. If the contractor fails to meet the 15% apprenticeship utilization requirement and does not upload a GFE to the L&I portal that meets the requirements outlined in the Instructions to Bidders, they will be assessed a penalty. The Bidding terms and conditions identifies how the penalty will be calculated.

8. The “Intent to Pay Prevailing Wages”

Section 5.04 of the General Conditions: Intents to Pay Prevailing Wages shall be posted on the jobsite, in an area accessible to all employees.

Department of Enterprise Services, Facilities Professional Services contract staff have created the contract entry in the L&I reporting system at the time of Notice to Proceed with the contract. Please ensure that intents, apprenticeship participation and certified payroll data are submitted on the correct entry (DES as Awarding Agency) at L&I at <https://secure.lni.wa.gov/home/>.

9. Change Orders

Part 7 of the General Conditions: Procedures and approvals which must be obtained prior to implementation of changes in the fields.

- a. Change orders may originate as a request from the agency, through the Consultant or as a change necessary due to omissions or latent conditions.



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- b. If a change is necessary, the Consultant shall specify the extent of the change and obtain a cost proposal from the Contractor.
- c. Part 7 of the General Conditions covers submittals of any increase or decrease of costs in the contract price or days in the contract time.
- d. One original of the Change Order Proposal or Field Authorization (FA) with original signatures is required. Copies will be provided to the Consultant, Agency Representative, DES Project Manager and Contractor.
- e. FA may be used to authorize the start of the change order work, if immediate approval of the change is necessary to maintain the project schedule, protect property or for health and safety reasons.
- f. Public agencies are required to promptly issue change orders for the undisputed part of authorized changes. A change order must be issued within 30 days after the undisputed part of any satisfactory work has been completed.

10. Payments

- a. Section 6.02 of the General Conditions, and [Specification Section 01 2000 \(Price and Payment Procedures\)](#): Prior to application of the first payment request, the Contractor must furnish a schedule of values for the work to the Consultant and DES Project Manager [*Refer to Div 01 2000 paragraph 1.03 for Closeout on the Schedule of Values, with a value of 2% (for large projects) to 5% (for small projects) of the total project cost. O&M Manual sections, training, as-built drawings, punch-list work completed in progress can be billed in progress payments.*]
- b. Section 5.04 of the General Conditions: Labor & Industries "Intent to Pay Prevailing Wages" form must be attached to the first invoice voucher. All filing fees for Labor & Industries Prevailing Wages forms are included in the Contractor's bid.
- c. Section 6.03 of the General Conditions: Requests for payments shall be made on state forms in accordance with the Instructions, which are available on the [DES Forms/Reference Documents website](#) or can be provided by the Project Manager. The "Invoice Voucher" (A-19 Form) must be accompanied by the "Application and Certificate for Payment on Contract".
- d. If payment is requested for materials stored on the jobsite and not incorporated into the work, the "Application for Payment" must be accompanied by the "Certificate of Materials Stored on Jobsite."
- e. Payment for materials stored "Offsite" shall be in accordance with Part 6.03 Paragraph "D" of the General Conditions.
- f. Parts 6.04 and 6.06 of the General Conditions: 5% Retainage is withheld for protection of subcontractors, materialmen, and workers performing on this contract. Please note, these funds are not retained for the State's use for punch list and contract completion. The schedule of values "PROJECT CLOSEOUT" item is established for this purpose. Contractor receives 100% sales tax on amount earned to date at time of billing. Five percent of the amount Earned to Date LESS Washington State Sales tax is retained as noted above.
- g. Payment request forms must be checked and approved by the Contractor and the Consultant and signed in the spaces provided. Submit signed PDF of the Application for Payment and Invoice Vouchers. The invoice may be physically or electronically signed.
- h. Signature on the invoice vouchers by the contractor certifies that payment has been received by subcontractors and suppliers for work and materials provided in the previous month's pay



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period. “**VENDOR'S CERTIFICATE**” I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the state of Washington; that all goods furnished and/or services rendered have been provided without discrimination *on* the grounds of race, creed, color, national origin, sex or age: that prevailing wages have been paid in accordance with the pre-filed statement or statements of intent on file with the Department of Labor & Industries as approved by the industrial statistician: and that all subcontractors and/or suppliers have been paid less earned retainage as their interest appeared in the last payment received.”

- i. A Change Order shall not be included in a monthly payment request until the Contractor has received an Owner-signed copy. FAs and Change Order Proposals (COPs) must be converted to Change Orders (COs) PRIOR to billing.

11. General Comments (Establish Monthly Cut-Off Dates)

CONSTRUCTION MANAGEMENT AGENDA

12. Permits, Fees, Testing

- a. Part 5.02 of the General Conditions: The actual cost of the GENERAL BUILDING PERMIT has been paid by the Owner. The public utility hook-up fees will be a direct reimbursement to the Contractor or paid by the Owner.
- b. All other inspection fees and permits shall be provided by the Contractor or as otherwise called for in the Contract Documents. (e.g.: electrical, boiler, fire, etc.). Fees will be paid as a direct reimbursement to the Contractor.
- c. Section 5.02 of the General Conditions: The General Contractor, when permits are procured, shall submit copies of each required and valid permit required on the project to the Owner’s representative for purposes of tracking start and expiration dates and required inspection times for each permit. Nothing in this part shall be construed as imposing a duty upon the Owner or Consultant.
- d. Section 5.15 of the General Conditions and [Specification Section 01 4000 \(Quality Requirements\)](#): Special Testing Services (such as paint testing or thermograms for building envelopes) will be conducted by DES and paid for by owner.
- e. "Air Balancing" services shall be provided by the Contractor.
- f. General Testing (concrete cylinders, slump, soil compaction, etc.) services shall be as called for in the Technical Specifications. Testing shall be conducted by the Owner’s testing agency at Owner’s expense. The General Contractor shall give the testing agency sufficient notice (at least 48 hours) for the testing laboratory to conduct tests as specified.

13. Construction Observation and Inspection

Introduce Site Representative. Define Scope of Work, Lines of Authority, and Lines of Communication: Inspectors not to direct work.

14. Rights-of-Way, Easements and Access

- a. Explain any portion of the project site or facility not available to the Contractor.



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- b. Define Routes of Site Access and Egress (security requirements, noise, speed or time limitations).
- c. Note requirements for facilities occupancy and needs for routine operations on site. Note areas occupied, state vehicles, normal delivery truck patterns.
- d. Coordination with railroads, highway departments, city/town municipalities, power, sewage, etc.

15. Submittal Data

- a. Section 5.20 of the General Conditions: The Contractor shall provide subcontractor documentation to the DES PM
- b. [Specification Section 01 3000 Administrative Requirements](#): The Contractor shall submit material cut-sheets to the Consultant for approval (list of material submittals from Consultant).
- c. Section 4.03 of the General Conditions and [Specification Section 01 3000 Administrative Requirements](#): The Contractors shall submit shop drawings to the Consultant and jurisdiction having authority for approval.
- d. The Contractors shall submit a Construction Waste Management Plan per [Specification Section 01 3329 Sustainable Design Reporting - LEED](#) (when applicable) and [Section 01 7419 Construction Waste Management and Disposal](#).

16. Contractor’s Schedule

Section 3.02 of the General Conditions and [Specifications Section 01 3216 Construction Progress Schedule](#).

- a. Analyze the construction schedule requirements in sufficient detail to enable the owner to plan his operations. Consideration must be given to the activities of the facility and the operations of other contractors on-site.
- b. Major equipment, building materials (procurement), and all subcontractors shall be represented on the schedule with sufficient breakdown and detail.
- c. Date required for first schedule submission is July 20, 2026. Submit schedule with first material submittal.

17. Materials

Establish Contractor's plans for delivering materials to the project site (protection and storage of materials? Notification? Approvals by whom? Location of laydown area?)

LABELING & IDENTIFICATION: In order to avoid delay and confusion at facilities, require ALL suppliers to label shipments with proper identification:

Project Number _____

Contract Title _____

Facility Address _____

Contractor’s Name _____



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18. Utilities

- a. Section 5.14 of the General Conditions and [Specification Section 01 5000 Temporary Facilities and Controls](#) describe Contractor's use of State utilities during construction phases (power, water, sewer, etc.).
- b. Notify appropriate utilities a minimum of 48 hours prior to any disruptions to existing utilities (power, gas, water, sewer, security systems, fire systems, steam, etc.). Provide three week notification of utility outages that may last longer than 4 hours.
- c. The "Call before you dig" 1-800-424-5555 service works only in public rights of way. Contractor must obtain the services of a private local company when working on agency grounds.
- d. Fire Protection procedures for (e.g. - sprinkler or smoke detection systems):
 - 1) Activation or Deactivation
 - 2) False Alarms
 - 3) Fires and Welding

19. Construction Progress Meetings

[Specification Section 01 3000 Administrative Requirements](#): Set up times and intervals for construction progress meetings. First construction progress meeting will be on *day* at *time* at the *location*.

20. Drawings

- a. Section 4.02 of the General Conditions: The Contractor shall have a set of all "approved" drawings on site at all times (e.g. - shop drawings, stamped electrical drawings, etc.)
- b. The Contractor is reminded of the importance of maintaining "As-Built" drawings during construction. These drawings shall be made available onsite for periodic review during the project, and be submitted to the Consultant at the completion of the work.

21. Safety and Sanitary Regulations

Section 5.07 of the General Conditions: The General Contractor shall submit a site-specific safety plan in accordance with Washington State Department of Labor & Industries regulations. The Safety Plan shall be reviewed at each regularly scheduled progress meeting with emphasis on items that will occur before the next regularly scheduled progress meeting. Nothing in this part shall be construed as imposing a duty upon the Owner or Consultant to prescribe safety conditions relating to employees, public, or agents of the Contractor.

The contractor shall comply with all state sanitary regulations.

22. Prior Occupancy

Section 6.08 of the General Conditions: The Owner has the right to occupy portions of the project prior to the final acceptance. Guarantees of work for those portions of the work shall be dealt with as provided for in Section 6.08.

Facility Professional Services

23. Contractor Responsibility

[Section 5 of the General Conditions and Specification Section 01 7000 Execution Requirements:](#)

The Contractor is responsible for all coordination and layout of his work, and that of his subcontractors; to ensure that all rough-in and installation of mechanical, electrical, structural, and all other related systems is accomplished in such a manner to allow the completion and final operation of the project as intended in the contract documents.

24. The Contractor is responsible for advising his subcontractors and vendors of the applicable items discussed at this conference.

25. Parking: Contractor to provide names and contact information including name of the company to FPS PM (Agency/College Representative) for parking authorization/Pass.

26. Results of Site Walk-Through:

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 1000 - SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Capitol Way – Pedestrian Bridge Repair
- B. Owner's Name: Department of Enterprise Services
- C. Client Agency Name: Department of Enterprise Services.
- D. A/E's Name: KPFF Consulting Engineers.
- E. The Project consists of the repair of the existing damaged bridge joints and existing damaged concrete curbs to match the original design.

1.02 SECTION INCLUDES

- A. Contract Description
- B. Descriptions of Work (Limited Scope)
- C. Permits, Fees, and Bonds
- D. Copies of Contract Documents Provided by the Owner
- E. Owner Occupancy
- F. Contractors Use of Site and Premises
- G. Work Sequence

1.03 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions for Washington State Facilities Construction and other Division 01 specification sections, apply to this section.

1.04 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a lump sum price as described in Division 00.

1.05 DESCRIPTION OF WORK (LIMITED SCOPE)

- A. Scope of work is indicated on the contract drawings and specifications. It includes repairing the existing damaged bridge joints and existing damaged concrete curbs to match the original design. Scope includes the replacement, repair, and cleaning of spalled concrete at the bearing joints and curb along the walkway. Foundations and support of the walkway spans are intended to remain in place during this work.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on drawings.
- B. The pedestrian walkway bridge may be fully closed during construction. Provide, install, and maintain directional signage to safely re-route pedestrians around the closure for the duration of the work.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
 - 3. Maintain Fire Department access and use to all fire lanes at all times.
- D. Existing building spaces may not be used for storage.
- E. Time Restrictions:
 - 1. Limit conduct of especially noisy, odorous, and dusty exterior work to the hours of 8 am to 5 pm.

2. In addition, coordinate all work activities with Owner so that Capitol Way bridge is operational during legislative session. 2027 legislative session is from January 2027 to April 2027.
- F. Utility Outages and Shutdown:
 1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days' notice to Owner and authorities having jurisdiction.
 2. Limit shutdown of utility services to 12 hours at a time, arranged at least 24 hours in advance with Owner.
 3. Prevent accidental disruption of utility services to other facilities.
- G. Archeological Resources: During the execution of all site work, the Contractor and all subcontractors shall comply with all regulations regarding the discovery of archeological resources. If suspected materials/remains are encountered, stop work immediately and notify the A/E consultant for direction.
 1. See Chapters 27.34.200, 27.44, 79.02 of the Revised Code of Washington (RCW), the Washington Administrative Code (WAC), and Executive Order 21-02, as applicable.
 2. More information is available at <https://dahp.wa.gov/about-us>.

1.07 WORK SEQUENCE

- A. Construct Work in stages during the construction period:
 1. Stage 1: Preconstruction activities. During this period, the Contractor will not have access to the project site for construction activities. The activities to be executed during this period includes;
 - a. Contract Initiation Submittals per section 01 3000
 - b. Project Submittals
 - c. Field investigation and verification
 - d. Procurement of Long Lead Items.
 2. Stage 2: Active Construction, including the installation of shoring as needed for construction. All remaining work (except Stage 3) shall be done during this period.
 3. Stage 3: Project Closeout.
- B. Coordinate construction schedule and operations with Owner.
- C. Coordinate construction schedule and operations with A/E.

1.08 PERMITS AND FEES

- A. The Contractor has sole responsibility to submit, obtain, and pay for all permits and fees. All costs including, but not limited to, the following, are to be included in the based bid contract amount:
 1. City of Olympia permit, fees, and bond costs can be found at: [_https://ci-olympia-wa.smartgovcommunity.com/Public/DocumentsView](https://ci-olympia-wa.smartgovcommunity.com/Public/DocumentsView)
 2. If required by the Contractor's means and methods, any additional permits for right-of-way, street use, traffic control; etc.
- B. Business Licenses are required by the City of Olympia for the Contractor and all subcontractors

1.09 COPIES OF CONTRACT DOCUMENTS PROVIDED BY THE OWNER.

- A. The Owner will supply the Contractor with up to one digital and one printed set of contract drawings, specifications, and addenda. The Contractor is solely responsible for the incorporate of all bid addenda and product substitutions. The Contractor is responsible for the purchase and payment of any additional sets of Contract Documents required.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 1000 – SUMMARY

SECTION 01 1101 – SUMMARY OF HAZARDOUS MATERIALS WORK

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for hazardous materials.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Section 01 7419 Construction Waste Management and Disposal.

1.03 OWNER NOTIFICATION

- A. The Owner has not identified any known hazardous materials and does not anticipate hazardous materials within the concrete deck. This determination is based on reasonable certainty of non-disturbance in accordance with WAC 296-62-07721(1)(b)(iii).
- B. A formal Good Faith Hazardous Materials Survey has not been completed for the bridge. Per WAC 296-62-07721(1)(b), a Good Faith inspection is not required where the Owner is reasonably certain that asbestos-containing materials will not be disturbed.

1.04 CONTRACTOR NOTIFICATION

- A. Pursuant to WAC 296.62.054 to 296.62.05425, provide the Owner with a complete list of all hazardous chemicals and other materials intended to be used during execution of the project, including storage locations.

1.05 ASBESTOS CONTAINING MATERIAL AND LEAD PAINT

- A. The Contractor shall bring to the attention of the A/E any material suspected of being hazardous which is encountered during execution of the Work. The Owner will arrange for tests to determine if the material is hazardous. If the material is found to be hazardous, the Owner will initiate the construction modification procedure for its abatement by the Contractor.
- B. Compliance with Regulations: All work shall comply with the applicable requirements of 29 CFR 1926/1910. The disposal of any hazardous materials encountered shall also comply with the requirements of applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 1101 – SUMMARY OF HAZARDOUS MATERIALS WORK

SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions for Washington State Facilities Construction and other Division 01 specification sections, apply to this section.
- B. Washington State Department of Enterprise Services, Forms and Reference Documents may be obtained at <https://des.wa.gov/services/facilities-leasing/public-works-design-construction/formsreference-documents> including forms:
 - 1. Invoice Voucher A-19 form
- C. Section 01 3216 - Construction Progress Schedule: For linking Schedule of Values with Construction Progress Schedule
- D. Section 01 7800 - Closeout Submittals and Procedures: Project record documents

1.03 SCHEDULE OF VALUES

- A. Handwritten forms will not be accepted.
- B. Submit Schedule of Values on Owner-provided Application for Payment Form A-19 within 30 days after date established as the Notice to Proceed or 7 days prior to first Application for Payment, whichever is first.
 - 1. Approved Schedule of Values shall be used by the Owner as the basis for progress payments.
- C. Format: Schedule of Values shall breakdown the total Contract Sum into each category of work utilizing, at a minimum, the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section.
 - 1. Procedures:
 - a. When any one line item exceeds 5% of the Contract Sum, provide further breakdown into material, labor, and equipment to install.
 - b. Sum of all entries shall equal the Contract Sum.
 - c. Round figures to nearest dollar amount.
 - 2. The following required values shall be included as separate line items.
 - a. Site Mobilization. Total shall not exceed 3% of Contract Sum.
 - b. Bonds and Insurance.
 - c. Major cost items, which are not directly a cost of actual work-in-place, such as distinct temporary facilities, construction barriers, dust control measures, etc.
 - d. Completion of work noted on Punch List.
 - e. Final Cleaning.
 - f. Construction closeout. Total shall not be less than 2% of Contract Sum. Closeout shall include individual line items for:
 - 1) Demobilization
 - 2) Record Drawings
 - 3) Operation and Maintenance Manuals
 - 4) Warranties and Bonds
 - 5) Any other specified project closeout activities

1.04 CONTRACTOR DAILY OVERHEAD RATE

- A. Submit within 30 days after issuance of Notice to Proceed, the Contractor's Daily Overhead costs broken out by labor, material, and equipment including all reasonable direct and indirect expenses associated with maintaining an on-site presence, including non-craft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, and incidental costs.

1.05 APPLICATIONS FOR PAYMENTS

- A. Payment Period: Submit at Monthly Intervals.
- B. Prior to the first Application for Payment, submit approved Intents to Pay Prevailing Wages for the Contractor and all subcontractors and/or for all subcontractors listed on submitted pay application.
- C. Use Form State of Washington Invoice Voucher, Form A-19.
- D. Handwritten forms will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work. Provide itemized list of Change Order Proposals and Field Authorizations.
- H. Submit draft Application for Payment to Architect for review and approval 7 days prior to actual date of Application for Payment.
- I. Provide access to Contractor's Record Drawings for review by Architect.
- J. Contractor may follow the electronic submitting process for pay applications through the Architect, the DES PM, to the Client Agency.
- K. Include the following with the application:
 - 1. Department of Labor & Industries (L&I) dashboard printout as evidence that all Intents to Pay Prevailing Wages, for all subcontractors/suppliers included in the Application for Payment, have been submitted and approved by L&I. Client Agency will not make payment until the intents are approved.
 - 2. In accordance with [RCW 39.12.120](#), Contractors and subcontractors shall file a copy of their certified payroll records using the L&I online system each month. The online L&I, Prevailing Wage Intent & Affidavit (PWIA), can be found at: <https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/contractor-portal>. Questions about how to access or use this system should be directed to pw1@lni.wa.gov.
 - 3. Construction progress schedule is to be revised as specified in Section 01 3216.
 - 4. Affidavits attesting to off-site stored products if applicable.
- L. When A/E requires substantiating information, submit data justifying dollar amounts in question.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare application for final payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
 - 1. Prepare Application for Payment of Retainage Funds or request release of Retainage Bond.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout Procedures specified in Section 01 7800.
 - 2. Receipt of all Closeout Submittals specified in Section 01 7800.

1.07 RETAINAGE RELEASE

- A. Retainage will not be released or paid until the referenced agencies sends approvals and releases have been received by the public entity/client.
 - 1. Referenced Agencies are: Department of Revenue, Department of Labor & Industries and Department of Employment Security and the DES Lien Release.
 - 2. The public entity/client agency must ensure that they have on file an approved Affidavit of Wages paid for the Contractor and all subcontractors listed.
- B. Release of retainage is provided according to the Contractor's chosen Retainage Investment Option.
 - 1. When retainage is NOT invested, then the Contractor shall submit a Retainage Invoice, once all approved agency releases and lien release have been sent to public entity/client for processing, and to the DES PM for payment.
 - 2. When retainage IS invested/Escrow, Contractor shall submit copies of all approved agency releases to the DES PM and to the Client Agency. The Owner then sends a letter of release of funds to the bank or savings and loan.

3. When retainage is invested and converted to bonds and securities, Contractor shall submit copies of all agency releases to the DES PM and to the Client Agency. The Owner then sends a letter of release to the bank/trust company.
4. When the Contractor has a Retainage Bond, Contractor shall submit copies of all approved agency releases to the DES PM and to the Client Agency. The Owner then sends a letter of release to the bonding company.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

SECTION 01 2050 - CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Documentation and procedures for changes in Contract Sum and Contract Time
- B. Documentation and procedures for changes in Contract Time due to Schedule Delay
- C. Change procedures

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions for Washington State Facilities Construction and other Division 01 specification sections, apply to this section.
- B. Washington State Department of Enterprise Services, Forms and Reference Documents may be obtained at <https://des.wa.gov/services/facilities-leasing/public-works-design-construction/formsreference-documents> including forms:
 - 1. Contract Change Order Proposal (COP) form
 - 2. Construction Field Authorization (FA) form
 - 3. Request for Equitable Adjustment in Contract Time - Schedule Delay Supplemental Information - Required from Contractors. Per GC 3.02E, the contractor will submit a written letter to the Owner including the details of the delays. If approved, a change order must be submitted.
 - 4. JOC Work Order Modification form
- C. Section 01 2000 - Price and Payment Procedures: Obtaining payment on approved changes to Contract Sum.
- D. Section 01 2100 - Allowances: Contract Sum adjustments due to application of Allowances.
- E. Section 01 2200 - Unit Prices: Contract Sum adjustments due to application of Unit Prices in execution of the Work.
- F. Section 01 3000 - Administrative Requirements: Submittal procedures for requesting modifications for Contract Sum or Contract Time.
- G. Section 01 3216 - Construction Progress Schedule. Updating required as part of any changes to Contract Time.

1.03 CHANGE PROCEDURES FOR CONTRACT SUM OR CONTRACT TIME

- A. For changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue written instructions directly to Contractor.
- B. Contractor may propose a change to Contract Sum or Contract Time by submitting a written request to the Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.
- C. Contractor may propose a change to Contract Time due to Schedule Delay per General Conditions 3.02E by submitting a letter to the Owner, and following the documentation required by the following:
 - 1. Request for Equitable Adjustment in Contract Time - Schedule Delay Supplemental Information - Required by Contractors.
- D. For changes to Contract Sum or Contract Time, Architect will issue one of the following:
 - 1. Change Order Proposal (COP): When the timely progression of the work permits, or when advance pricing is desired, Architect will issue a COP document.
 - a. The COP document will include a detailed description of a proposed change with supplementary or revised drawings and specifications.
 - b. Contractor shall prepare and submit a fixed price quotation and any changes to Contract Time within the 14 days of the request or within such other period as mutually agreed.
 - c. Contractor may not execute the change in the work until the COP has been approved and issued as a Change Order.
 - 2. Field Authorization (FA): When the timely progression of the work will not permit the use of a Change Order Proposal, Architect will issue a Field Authorization document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.

- a. The document will describe the required changes and will designate the method of determining any change in the Contract Sum or Contract Time.
 - b. The document will indicate an anticipated Not To Exceed (NTE) amount. The NTE will be negotiated between the Architect and Contractor upon issuance of the FA. If at any time, the Contractor believes the NTE will be exceeded, provide written notice to A/E for revision of the FA.
 - c. The document will indicate the method of cost measurement to be used in final pricing.
 - d. Contractor shall execute the change in the work in a timely manner and submit pricing.
- E. For any FA or COP including a change to Contract Time, the Contractor shall provide the following:
1. Written explanation of the event causing the necessity to change the Contract Time. Number of days must be indicated on the FA/COP form.
 2. A current project schedule depicting work before the change.
 3. A project schedule depicting the revised work with impacts to the critical path clearly identified.
- F. Computation of Changes in Contract Sum, for Contractors and Subcontractors, and the required documentation to support the change: As specified in the General Conditions, Part 7.
- G. Execution of Change Orders: Owner will issue Change Orders for all approved Field Authorizations and Change Order Proposals as provided in the General Conditions.
1. For any FA/COP wherein Contractor and Owner cannot reach mutual agreement on changes to the Contract Time or Contract Sum, the Owner shall prepare, within 30 days, a Change Order for the undisputed amounts. Both parties shall continue negotiations on the disputed amount until resolved. All unresolved issues shall be executed per General Conditions Part 8 – Claims and Dispute Resolution.
- H. After execution of Change Order, promptly revise Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise project schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 2050 - CONTRACT MODIFICATION PROCEDURES



FACILITY PROFESSIONAL SERVICES (FPS)

**CONTRACT CHANGE ORDER
PROPOSAL (COP)**

AGENCY _____

CONTRACT
NO. _____

PROJECT TITLE _____

COP No. _____

PROPOSAL REQUEST

TO: _____ (CONTRACTOR)

PROPOSAL REQUEST DATE: _____

You are directed to prepare a cost proposal for the work described below and/or detailed on the attachments referred to:

REASON FOR CHANGE: DESIGN ERRORS DESIGN OMISSIONS AGENCY LATENT CONDITIONS
 CODE REQUIREMENTS VALUE ENGINEERING ALTERNATIVE PUBLIC WORKS CONSTRUCTION PHASE (W)

EXPLANATION: _____

DATE PROPOSAL REQUIRED: _____ CHANGE ORIGINATED BY: _____
(14 days from Request Date, unless other date agreed to)

PROPOSAL REQUESTED BY: _____

CONTRACTOR PROPOSAL

TO: _____ (A/E) TO: _____ PM (FPS)

WE AGREE TO PERFORM ALL CHANGE IN THE WORK DESCRIBED IN THE PROPOSAL REQUEST FOR:

CONTRACT SUM:

NO CHANGE } OF _____ \$ _____
INCREASE }
DECREASE } (WASHINGTON STATE SALES TAX NOT INCLUDED)

In accordance with the General Conditions, Cost Estimate Detail Sheet(s) are attached hereto.

CONTRACT TIME:

NO CHANGE } OF _____ CALENDAR DAYS
INCREASE }
DECREASE }

FPS Management Initials required for Changes to Contract Time

INITIALS _____ DATE _____

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of this COP into a Change Order by the Department of Enterprise Services.

BY

CONTRACTOR SIGNATURE DATE

RECOMMENDATION

TO: The Department of Enterprise Services' Authorizing Signator
We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

A/E _____ DATE _____ FPS PROJECT MANAGER _____ DATE _____

CLIENT AGENCY _____ DATE _____ FPS COST VERIFICATION (PM < \$50k > CE) _____ DATE _____

FPS MANAGEMENT (> \$50k) _____ DATE _____

PROJECT



Washington State DEPARTMENT OF ENTERPRISE SERVICES

AGENCY

Contract No.

PROJECT TITLE

FA No.

FACILITIES DIVISION FACILITY PROFESSIONAL SERVICES (FPS) CONSTRUCTION FIELD AUTHORIZATION (FA)

DESCRIPTION OF CHANGE IN WORK

TO: (CONTRACTOR) REQUEST DATE:

When authorized by FPS, you are directed to proceed with work as described below and/or detailed on the attachments referred hereto:

REASON FOR CHANGE: DESIGN ERRORS DESIGN OMISSIONS AGENCY VALUE ENGINEERING CODE REQUIREMENTS LATENT CONDITIONS ALTERNATIVE PUBLIC WORKS - CONSTRUCTION

EXPLANATION:

CHANGE ORIGINATED BY NAME ORGANIZATION

COST DATA COLLECTION

Cost data required by one of the following methods in accordance with the General and Supplemental Conditions.

FIXED PRICE §7.02B UNIT PRICE §7.02C (WHEN APPROVED) TIME & MATERIAL §7.02D (Owner's Rep) Cost Data Required by: (Date)

METHOD OF MEASUREMENT FA Substantiation shall conform to GC 7.02.B, C, & D. Time & Material FA's shall include submittal of daily time-sheets within 2 working days for Owner's review. Time-sheets shall identify workers assigned to the work by name, trade, firm, date and hours worked. Materials, equipment, and other job-related costs shall be supported by detailed invoices. Subcontractors performing Work onsite; regardless of tier, shall be calculated and itemized in the same manner as prescribed for Contractor.

PROPOSED COST

Contractor agrees to perform the work described above within the Proposed Not-To-Exceed Maximum Cost, and Time. Contractor shall promptly Notify the Owner and Owner's Representative in accordance with GC 7.02 or 7.03 if Cost or Time may be exceeded.

NO CHANGE INCREASE DECREASE Proposed Time (Days) NO CHANGE INCREASE DECREASE Proposed Not-To-Exceed Maximum Cost (excluding WSST)

TIME COST PROPOSED BY CONTRACTOR DATE

NOTICE TO PROCEED

Proposal reviewed and accepted, Notice To Proceed given herein:

APPROVED BY A/E AUTHORIZED BY FPS PROJECT MANAGER DATE FUNDING VERIFICATION BY AGENCY DATE AUTHORIZED BY FPS MANAGEMENT (> \$50k / Change of Contract Time) DATE

Payment for work authorized by this FA will not be made prior to incorporation of this FA into an authorized Change Order to the Contract by the Department of Enterprise Services, in conformance with GC 7.02A.

FINAL COST & TIME

CHANGE IN CONTRACT SUM: TO THE CONTRACT SUM COST OF: NO CHANGE INCREASE DECREASE DOLLARS \$

CHANGE IN CONTRACT TIME: (Attach CPM Schedule) OF: CALENDAR DAYS CONTRACTOR SIGNATURE DATE FPS MANAGEMENT APPROVAL OF CHANGE IN CONTRACT TIME (INITIALS & DATE)

FINAL APPROVAL

Final cost and time have been reviewed, verified and accepted by:

A/E DATE FPS PROJECT MANAGER DATE FPS COST VERIFICATION DATE FUNDING VERIFICATION BY AGENCY DATE FPS MANAGEMENT (> \$50k / Change of Contract Time) DATE

REQUEST FOR EQUITABLE ADJUSTMENT IN CONTRACT TIME

Schedule Delay Supplemental Information - Required from Contractors

Contractor: Contractor Name
Project Number: 2026-195 G (1-1)
Project Title: Capitol Way – Pedestrian Bridge Repair
Date: Month, Date, Year of Request

Prerequisite of Schedule Delay request:

Written Notice of Schedule Impact (GC 3.02.E & 7.03.B.1 & 2.)

(Notice content required per 7.03.B.2: a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to the Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested.)

Date of event/act/condition: _____ Date of notice: _____

Does this meet the 7-day requirement in GC 7.03.B.2? Yes _____ No _____

Supplemental Information

(7.03.B.3: Within 30 days of occurrence of the event giving rise, unless Owner agrees in writing to allow an additional time period to ascertain more accurate data...

Additional supporting data required: the amount of delay claimed, itemized accord to procedure [in GCs]; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner.)

Tell the Story

1. Contract Substantial Completion date is: _____
2. Date of Original or latest baseline Schedule "A" _____ that meets the Contract SC date in #1.

All schedules need to show interdependencies as well as columns on left:

Task ID, Task Name, Duration, Early and Late Start Dates, Early and Late Finish Dates, Float, Predecessor & Successor Activities

3. When the impact happened, were you constructing on schedule? Or not?

According to Schedule "B" dated _____, with substantial completion date _____.

4. Describe what change or event happened; why it is out of your control: it's timing from identification to authorization to proceed

5. Demonstrate/Show impact on Critical Path (7.03.C.)

- o What activities were impacted?
- o Bubble them shown on the Critical Path on referenced Schedule "B."
- o Describe how the identified/bubbled critical path activities were impacted.
- o Include a filter of the longest path activities (Schedule "C")

- Was the change or event the sole cause of impact to the Critical Path?
 - If so, is it shown clearly on the schedule?
- Could the impact been avoided by resequencing the Work or other reasonable alternatives?
 - If so, is it shown clearly on the schedule?

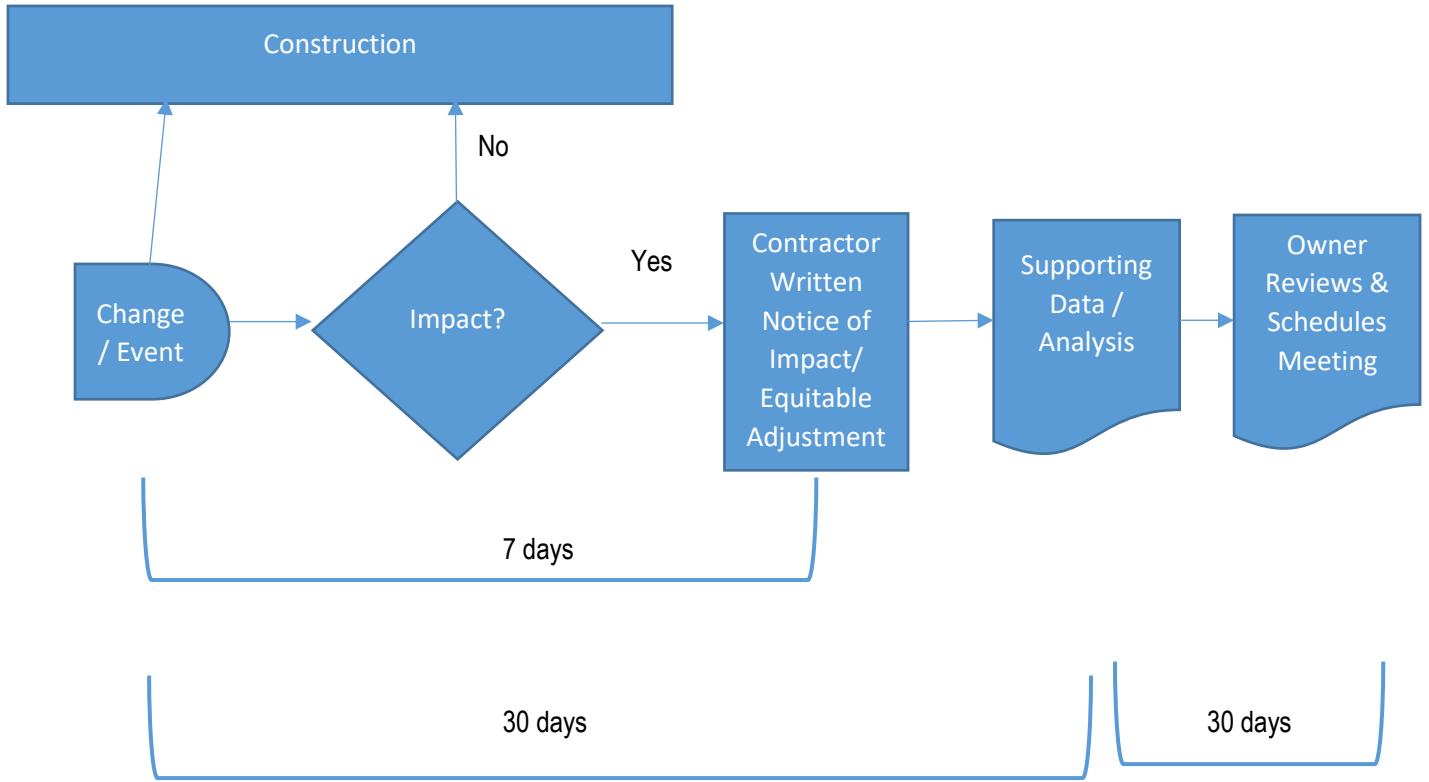
6. Describe any activities/actions you took to mitigate/lessen impacts to the schedule (and price)
7. Show an updated Schedule "D" with the change and impact time
 - What is the new projected Substantial Completion Date? _____

What are you Requesting?

8. How many additional calendar days you are requesting to complete the project?
____ calendar days
9. Show daily cost calculations of home office overhead, site costs, bond, insurance (7.03.D)
10. Calculate total cost of extension:
Days X daily cost = \$_____
11. If contract changes causing time impact to the schedule have already included overhead in them, identify those changes and Overhead amounts to be subtracted from the time extension cost in #10.

<u>Item #</u>	<u>Change document</u>	<u>Scope</u>	<u>Amount of Overhead</u>
1	Ex. FA 8	Hardware	\$2,500
2			
3			
Total			\$2,500

12. Show resulting cost requested: (#10) – (#11) = \$_____
13. If the Owner cannot extend the schedule, describe any other options to make up the time on the schedule (OT, extra crews, weekends, etc.)
14. Identify any concurrent delays



SECTION 01 2300 - ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions for Washington State Facilities Construction and other Division 01 specification sections, apply to this section.
- B. Instructions to Bidders for Washington State Facilities Construction.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Contract.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 – Additive – Provide Sikalastic 2500, 2-Component Multi-Coat System, in lieu of Methyl Methacrylate (MMA) deck sealer.:
 - 1. Base Bid Item: Provide Methyl Methacrylate (MMA) deck sealer system.
 - 2. Alternate Item: Provide Sikalastic 2500, 2-Component Multi-Coat System, in lieu of Methyl Methacrylate (MMA) deck sealer.
- B. Alternate No. 2 – Additive – Provide Sikalastic 720 One Shot System, in lieu of Methyl Methacrylate (MMA) deck sealer.
 - 1. Base Bid Item: Provide Methyl Methacrylate (MMA) deck sealer system.
 - 2. Alternate Item: Provide Sikalastic 720 One Shot System, in lieu of Methyl Methacrylate (MMA) deck sealer.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 2300 - ALTERNATES

SECTION 01 2500 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions for Washington State Facilities Construction and other Division 01 specification sections, apply to this section.
- B. Washington State Department of Enterprise Services, Forms and Reference Documents may be obtained at <https://des.wa.gov/services/facilities-leasing/public-works-design-construction/formsreference-documents> including form:
 - 1. Department of Enterprise Services - [Substitution Request Form](#).
- C. Section 01 3000 - Administrative Requirements: Submittal procedures, coordination.
- D. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - c. Compatibility relating to Proprietary vs Sole Source.
 - 2. Substitutions to improve project performance: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Has informed the Prime Contractor of any/all changes or impacts to other trades and construction, and all potential costs impacts have been fully addressed without cost impact to the Owner.
 - 6. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 7. Agrees to reimburse Owner for review or redesign services associated with re-approval, through a deductive COP and then an amendment to the A/E.
- B. A Substitution Request for specified installer, constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms indicated are adequate for this purpose and must be used.
 - 2. All requests for substitution shall be accompanied by the fully completed [Substitution Request Form](#). Failure to fully complete or sign the form will result in rejection of substitution without review.

- E. Limit each request to a single proposed substitution item.
 - 1. Submit samples where aesthetics or materials are different than those specified.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Form (before award of contract):
 - 1. Submit substitution requests by completing the Substitution Request Form. See form for additional information and instructions. Use only this form; other forms of submission are unacceptable and will be rejected without review.
- B. Owner will consider requests for substitutions only if submitted at least 10 working days prior to the date for receipt of bids.
 - 1. Substitutions are reviewed in the order they are received and pending the available time of the A/E design team. Every effort will be made to address substitutions requests received but are not guaranteed.
 - 2. Acceptance will be acknowledged through Addendum only, and to include review time. Rejected requests will not be noted.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 - 1. Submit substitution requests by completing the Substitution Request Form. See form for additional information and instructions. Use only this form; other forms of submission are unacceptable and will be rejected without review.
- B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by A/E, in order to stay on approved project schedule.
- C. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by A/E, in order to stay on approved project schedule.
 - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 - 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 - 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the A/E for any required redesign, time spent processing and evaluating the request.
 - b. Other construction by Owner.
 - c. Other unanticipated project considerations.
- D. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval. Substitution request does not replace approval of shop drawings.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. A/E may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. A/E will notify Contractor in writing of decision to accept or reject request.
 - 1. A/E's decision following review of proposed substitution will be noted on the submitted form.
 - 2. Review with Owner and DES PM before approving.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - Closeout Submittals and Procedures, for closeout submittals.
 - 1. Include completed Substitution Request Forms as part of the Project record.

3.07 ATTACHMENTS

- A. Department of Enterprise Services - [Substitution Request Form](#)

END OF SECTION 01 2500 - SUBSTITUTION PROCEDURES

H. Has the submitter informed the Contractor of all changes or impacts to other trades and construction, and have all potential costs impacts have been fully addressed without any cost impact to the Owner? [Yes / No](#)

CERTIFICATION OF EQUAL OR EQUIVALENT PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL OR EQUIVALENT PERFORMANCE:

See Division 01 2500 Sections 3.02 & 3.03 for Pre & Post Bid Language.

The undersigned agrees to pay for costs associated with changes to the building design, including engineering and detailing caused by the requested substitution.

(Signature must be by person having authority to legally bind the Contractor/Subcontractor/Supplier to the above terms)

Signature Printed Name

Firm

Address

Telephone E-mail

For Use by A/E

Remarks:

_____ Accepted _____ Not Accepted _____ Accepted as Noted _____ Received Too Late

For Use by DES PM:

_____ Accepted _____ Not Accepted _____ Accepted as Noted _____ Received Too Late

Other Comments:

SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements
- B. Electronic document submittal service
- C. Preconstruction meeting
- D. Site mobilization meeting
- E. Construction Progress meetings
- F. Construction Closeout meeting
- G. Daily construction reports
- H. Progress photographs
- I. Requests for Information (RFI)
- J. Submittal schedule
- K. Submittals for review
- L. Submittals for Information
- N. Submittals for project closeout
- O. Number of copies of submittals
- P. Submittal procedures
- Q. Submittal review

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the contract, including General and Supplemental Conditions for Washington State Facilities Construction and other Division 01 Specification Sections, apply to this section.
- B. Washington State Department of Enterprise Services, Forms and Reference Documents may be obtained at <https://des.wa.gov/services/facilities-leasing/public-works-design-construction/formsreference-documents> including forms:
 - 1. Washington State Department of Enterprise Services – [Pre-Construction Checklist](#)
 - 2. Washington State Department of Enterprise Services – Construction Progress Meeting Agenda
 - 3. Washington State Department of Enterprise Services – Construction Closeout Meeting Agenda

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 - Execution Requirements and Section 01 7800 Closeout Submittals and Procedures for coordination of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to A/E:
 - 1. Contract Initiation Submittals
 - b. Submit within 14 days after issuance of Notice to Proceed
 - 1) Preliminary Progress Schedule - Per General Conditions 3.02
 - 2) Submittals Schedule
 - 3) Project Quality Plan (PQP) – Per section 01 4000
 - c. Submit within 30 days after issuance of Notice to Proceed and before submittal of first Application for Payment.
 - 1) General Contractor's Statement of Intent to Pay Prevailing Wages - Per General Conditions 5.04 B Submit to Labor and Industries
 - 2) Schedule of Values - Per General Conditions 6.02
 - 3) Complete list of projects Subcontractors and Suppliers
 - 4) Contractors Overhead Daily Rate - Per Section 01 2000, 1.04
 - 5) Site Specific Safety Plan, prior to work on site - Per General Conditions 5.07

- 6) Diverse Business Participation - Per General Conditions 10.11. Register and create an account in the DES Diversity Compliance Program (B2GNow) at <https://des.diversitycompliance.com/>
2. [Requests for Information](#) (RFI)
3. [Substitution Requests](#)
4. Shop drawings, product data, and samples
5. Test and inspection reports
6. Manufacturer's instructions and field reports
7. Applications for payment and change order requests
8. Progress schedules
9. Notice of Substantial Completion
10. Closeout submittals

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 1. Besides submittals for review, information, and closeout, this procedure applies to [Requests for Information](#) (RFIs), progress documentation, contract modification documents (e.g., supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punch list, and any other document any participant wishes to make part of the project record.
 2. Contractor and A/E are required to use this service.
 3. It is Contractor's responsibility to submit documents in allowable format.
 4. Subcontractors, suppliers, and A/E's consultants are to be permitted to use the service at no extra charge.
 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 6. Paper and e-mail submittals should not be used and will not be reviewed without prior approval of the A/E.
 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Cost: The cost of the service is to be paid by Contractor; include the cost of the service in the contract sum.
- C. Submittal Service: Use one of the following:
 1. Submittal Exchange (tel: 1-800-714-0024): www.submittalexchange.com/#sle
 2. EADOC LLC (tel: 1-877-305-3844): www.eadocsoftware.com/#sle
 3. Newforma ConstructEx: www.newforma.com/products/constructex/#sle
 4. Procore: www.procore.com
 5. Service proposed by the Contractor and agreed to by the Owner
- D. Training: One, one-hour, web-based training session will be arranged for all participants, with representatives of A/E and Contractor participating; further training is the responsibility of the user of the service.
 1. Representatives of Owner are scheduled and included in this training.
- E. Project Closeout: A/E will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

3.02 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice to Proceed.
- B. Attendance Required:
 1. Owner
 2. A/E
 3. Contractor
 4. Major Subcontractors and others when required by the Owner
 5. Testing and Inspection agents as determined by the Owner
- C. Agenda:
 1. Washington State Department of Enterprise Services - Preconstruction Checklist
 2. Submission of list of subcontractors, schedule of values, and progress schedule

3. Designation of personnel representing the parties to contract and A/E
 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and contract closeout procedures
 5. Scheduling
 6. Coordination of mobilization and on-site work
 7. Scheduling activities of Owner-provided Agents (Geotechnical, Testing, etc.)
- D. The Owner will distribute copies to meeting participants. Contractor shall distribute as appropriate to subcontractors and suppliers.

3.03 SITE MOBILIZATION MEETING

- A. Schedule meeting at the project site prior to Contractor mobilization.
- B. Attendance Required:
1. Contractor
 2. Owner (DES)
 3. Client Agency Representative
 4. A/E
 5. Special consultants
 6. Contractor's superintendent
 7. Major subcontractors
- C. Agenda:
1. Use of premises by Owner and Contractor
 2. Owner's requirements
 3. Construction facilities and controls provided by Owner
 4. Temporary utilities provided by Owner
 5. Survey and building layout
 6. Security and housekeeping procedures
 7. Schedules
 8. Application for payment procedures
 9. Procedures for testing
 10. Procedures for maintaining record documents
 11. Requirements for start-up of equipment
 12. Inspection and acceptance of equipment put into service during construction period
- D. A/E will record minutes and distribute copies within two days after the meeting to participants, with copies to A/E, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS MEETINGS

- A. A/E will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
1. Contractor
 2. Owner (DES)
 3. Client Agency Representative
 4. A/E
 5. Additional design team consultants as appropriate
 6. Contractor's superintendent
 7. Additional Contractor's Personnel (Quality Assurance Manager, Safety, etc.) when requested by the Owner
 8. Major subcontractors as appropriate
- C. Agenda:
1. State Project Number.
 2. State Project Title.
 3. Date of Meeting.
 4. Attendees.
 5. Other Project participants to be included on meeting minutes' distribution but not necessarily in attendance.
 6. Previous Minutes with action items from last meeting.
 7. Risk Issues.
 8. Construction Progress Schedule Update, (§3.02D).

- a. Substantial completion date per schedule:
 - b. Substantial completion date per contract:
 - c. Maintenance of monthly progress schedule update. Last update (date):
 - d. Corrective measures to regain projected schedules.
 - e. Effect of proposed changes on progress schedule and coordination.
9. Review of work progress. (3-week schedule) against CPM schedule prior to invoice release..
 10. Coordination of projected progress.
 11. Field Observations, problems, and decisions.
 - a. Status of non-conforming work:
 - 1) Notice of Nonconformance #
 - 2) Schedule of Values line #
 - 3) Estimated correction date
 12. Identification of problems that impede, or will impede, planned progress.
 13. Review pertinent portions of Site-Specific Safety Plan. Address what will occur before next progress meeting and if there have been any incidents.
 14. Field Authorization/Change Order Proposal/Change Order Log and Status.
 15. Submittal Update; review schedule & status.
 16. Material Delivery Status.
 17. Review requests for Information (RFI's) log and status of responses.
 18. Quality Control/Quality Assurance: Maintenance of quality and work standards.
 19. As-built Updates.
 20. Construction Waste Management Update.
 21. Project Closeout.
 22. LEED Requirements and Reporting.
 23. Commissioning Update.
 24. Inspection and Test Reports.
 25. Other business relating to work.
 26. At monthly intervals review:
 - a. Pay Application. Contractor submits DRAFT Pay Application to consultant for 7 days prior to actual date of Application for Payment.
 - 1) Draft pay application received (date):
 - 2) Consultant reviews the Pay application to Identify any discrepancies (incomplete or non-conforming work).
 - 3) Consultant approves or requests revisions of the Pay Application within 7 days (per Instructions for Architects and Engineers)
 - b. Certified Payroll. Last submission to L&I's online system (date):
 - c. Diverse Business participation. Review reporting in DES Diversity Compliance system (B2Gnow) and progress towards goals (if applicable). Last payment entered (date):
 27. Review of Federal requirements compliance when applicable
 28. Discussion.
 28. Action Items (by whom and by when).
 29. Next Meeting Date & Time.
- D. A/E will record minutes and distribute copies within 2 workdays after the meeting to participants, with 2 copies to A/E, Owner, participants, and those affected by decisions made.

3.05 CONSTRUCTION CLOSEOUT MEETING

- A. The A/E will schedule a dedicated closeout meeting when construction is approximately 75% complete.
- B. Attendance Required:
 1. Owner Representative (DES).
 2. Client Agency Representatives.
 3. A/E.
 4. Contractor.
 5. Major Subcontractors as appropriate.
 6. Client Agency Information Technology (IT) staff (when applicable).
- C. Agenda:
 1. Review closeout submittal requirements and current status

2. Submit DRAFT Operations and Maintenance Manuals.
3. Submit DRAFT Staff Training Plan
4. Submit DRAFT Warranties
5. Review Substantial Completion Checklist
6. Estimated date when the Contractor will provide written notice of substantial completion with list of incidental corrective (punch list) work remaining.
7. List of all operational permits required by AHJ and data required for applications.
8. Is the project scheduled to meet the contracted substantial completion date?
 - a. Substantial completion date per schedule:
 - b. Substantial completion date per contract:
 - c. When applicable and the changes meet the requirements of Part 7 of the General Conditions, reconcile with a corrective action plan (§3.02D). Contractor to submit corrective action plan by (date):
 - d. When applicable, reconcile with change order(s). Contractor to submit COP by (date):
 - e. When applicable, calculate the estimated liquidated damages amount (§3.07):
9. Identify outstanding non-conforming work on the schedule of values. The owner will withhold payment until the non-conforming work is corrected in accordance with the General Conditions §6.05.
 - a. Status of non-conforming work:
 - 1) Notice of Nonconformance #
 - 2) Schedule of Values line #
 - 3) Estimated correction date
10. Review status of open COPs, FAs, and change orders.
11. Review status of testing requirements.
12. IT coordination.
13. Client Agency responsibilities after substantial completion.
 - a. Operating building systems.
 - b. Maintenance and repairs.
 - c. Warranty notification procedures.
 - d. Security and Contractor access.
14. Furnishing, Fixtures, and Equipment installation coordination.
15. Occupant move-in schedule.
16. Review Final Acceptance Checklist.
17. Submitting affidavits to L&I.
19. Demobilization.
20. Final invoice.
21. Ensure all payments are entered into the DES Diversity Compliance system.
22. Retainage will be paid upon completion of the lien period and after receiving releases from the Employment Security Department, the Department of Revenue, and Labor and Industries.

D. The A/E will distribute copies to meeting participants. Contractor shall distribute as appropriate to Subcontractors.

3.06 DAILY CONSTRUCTION REPORTS

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- B. In addition to transmitting electronically a copy to Owner and A/E, submit 2 printed copies at monthly intervals.
 1. Submit each daily report by e-mail to the Architect within 24 hours. Upload to electronic tracking system.
 2. Submit with monthly Application for Payment.
- C. Prepare a daily construction report recording the following information concerning events at the project site and project progress:
 1. Date
 2. High and low temperatures, and general weather conditions
 3. List of subcontractors at project site
 4. Count of personnel at project site
 - a. Include a breakdown for supervisors, laborers, journeymen, equipment operators, helpers, and others
 5. Construction activities performed
 6. Major equipment at project site
 7. Material deliveries
 8. Safety, environmental, or industrial relations incidents
 9. Meetings and significant decisions
 10. Unusual events (submit a separate special report)

11. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in Contractor's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
12. Directives and requests of Authority(s) Having Jurisdiction (AHJ)
13. Testing and/or inspections performed
14. Signature of Contractor's authorized representative

3.07 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- C. Photography Type: Digital; electronic files.
- D. In addition to periodic, recurring views, take photographs of each of the following events:
 1. Existing conditions prior to start of the work
 2. Each work element upon completion
- E. Digital Photographs: 24-bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
 1. Delivery Medium: Via email
 2. File Naming: Include project identification, date and time of view, and view identification
 3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
- F. Include all photo PDFs in Closeout Submittals.

3.08 REQUESTS FOR INFORMATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in the Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 2. Prepare in a format and with content acceptable to A/E.
 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 1. Include in each request Contractor's signature attesting to good faith effort to determine from the Contract Documents information requiring interpretation.
 2. Acceptable Uses for RFIs:
 - a. Proposals to construction to achieve results of higher quality.
 3. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section)
 - b. Approval of substitutions (see Section - 01 2500 - Substitution Procedures)
 - c. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract)
 4. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 5. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.

- a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the A/E, and any of its consultants, due to processing of such RFIs.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 1. Official Project name and number.
 2. Owner's, A/E's, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date and requested reply date.
 5. Reference to particular contract document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on contract time or the contract sum.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. Review Time: A/E will respond and return RFIs to Contractor within 7 calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
 2. When results are urgent, Contractor to contact A/E directly and establish necessary time frame prior to submittal of RFI.
- G. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to contract sum or contract time, promptly issue a notice to this effect to A/E.
 1. If, in the opinion of the A/E, the response will impact contract sum or time, A/E will prepare Change Order request documents.
 2. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 3. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 4. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 5. Notify A/E within 7 calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.09 SUBMITTAL SCHEDULE

- A. A/E will provide a preliminary list of anticipated submittals to Contractor for preparation of schedule.
- B. Submit to A/E for review a schedule for submittals in tabular format.
 1. Submit at the same time as the preliminary schedule.
 2. Coordinate with Contractor's construction schedule and schedule of values.
 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
 5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.10 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data

2. Shop drawings
 3. Samples for selection
 4. Samples for verification
- B. Submit to A/E for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals and Procedures.

3.11 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Certificates
 2. Test reports
 3. Inspection reports
 4. Manufacturer's instructions
 5. Manufacturer's field reports
 6. Other types indicated
- B. Submit for A/E's knowledge as contract administrator or for Owner.

3.12 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Contractor's written Notice of Substantial Completion
- B. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals and Procedures:
1. Project record documents
 2. Operation and maintenance data
 3. Warranties
 4. Copies of signed-off permits
 5. Other types as indicated
- C. Submit for Owner's benefit during and after project completion.

3.13 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit 1 electronic copy in PDF format; an electronically marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Documents for Review:
1. Small Size Sheets, Not Larger Than 11 by 17 inches: Submit the number of copies that the Contractor requires, plus 2 copies that will be retained by A/E.
 2. Larger Sheets, Not Larger Than 36 by 48 inches: Submit the number of opaque reproductions that the Contractor requires, plus 2 copies that will be retained by A/E.
- C. Documents for Information: When original documents are necessary, submit 2 copies.
- D. Samples: Submit the number specified in individual specification sections; 1 of which will be retained by A/E.
1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.14 SUBMITTAL PROCEDURES

- A. General Requirements:
1. Provide a single submittal package, with transmittal, for each specification section. Include all required submittal elements.
 - a. If for any reason, a full and complete submittal cannot be provided, clearly indicate the reason on the submittal transmittal, the items excluded and explanation why. The Architect reserves the right to reject any partial submittals without review if explanation is considered to be frivolous.
 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 3. Transmit using approved form.
 - a. Use Contractor's form, subject to prior approval by A/E.

4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 5. Identify: project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 6. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without the Contractor's stamp will not be acknowledged, reviewed, or returned.
 7. Deliver each submittal on date noted in submittal schedule unless an earlier date has been agreed to by all affected parties and is of the benefit to the project.
 - a. Deliver submittals to A/E at business address.
 - b. Send submittals in electronic format via email to A/E.
 8. Schedule submittals to expedite the project, and coordinate submission of related items.
 - a. For each submittal for review, allow 14 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving A/E's consultants, Owner, or another affected party, allow an additional 7 days.
 - c. For sequential reviews involving approval from Authorities Having Jurisdiction (AHJ), in addition to A/E's approval, allow an additional 30 days.
 9. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 10. Provide space for Contractor and A/E review stamps.
 11. When revised for resubmission, identify all changes made since previous submission.
 12. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 13. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work and have received prior approval for their use.
 14. Submittals not requested will be recognized and will be returned "Not Reviewed".
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Submit concurrently with related shop drawing submittal.
 4. Submit (Material) safety data sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Do not reproduce Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package. If approved by the A/E, maintenance and operation information may be deleted until preparation of Maintenance and Operations manuals.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
 3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval.

3.15 SUBMITTAL REVIEW

- A. A/E's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- B. Submittals for Review: A/E will review each submittal, and approve, or take other appropriate action.
1. A/E's and consultants' actions on items submitted for review:
 - a. Authorizing purchasing, fabrication, delivery, and installation:
 - 1) "Approved"
 - 2) "Approved as Noted, Resubmission not required"
 - a) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - 3) "Approved as Noted, Resubmit for Record"
 - a) Resubmit corrected item, with review notations acknowledged and incorporated.
 - b. Not Authorizing fabrication, delivery, and installation:
 - 1) "Revise and Resubmit"
 - a) Resubmit revised item, with review notations acknowledged and incorporated.

- b) Non-responsive resubmittals may be rejected.
- 2) "Rejected"
 - a) Submit item complying with requirements of Contract Documents.
- C. Submittals for Information: A/E will acknowledge receipt and review. See below for actions to be taken.
 - 1. A/E's and consultants' actions on items submitted for information:
 - a. Items for which no action was taken:
 - 1) "Received" - to notify the Contractor that the submittal has been received for record only.
 - b. Items for which action was taken:
 - 1) "Reviewed" - no further action is required from Contractor.

END OF SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS

CONSTRUCTION PROGRESS MEETING AGENDA

State Project Number: 2026-195 G (1-1)

State Project Title: Capitol Way – Pedestrian Bridge Repair

Date of Meeting:

Attendees:

<i>Contractor</i>	<i>Phone Number</i>	<i>Email</i>
<i>Owner Representative (DES)</i>	<i>Phone Number</i>	<i>Email</i>
<i>Client Agency Representative</i>	<i>Phone Number</i>	<i>Email</i>
<i>A/E</i>	<i>Phone Number</i>	<i>Email</i>
<i>Additional design team consultants</i>	<i>Phone Number</i>	<i>Email</i>
<i>Contractor's Superintendent</i>	<i>Phone Number</i>	<i>Email</i>
<i>Additional Contractor's Personnel</i>	<i>Phone Number</i>	<i>Email</i>
<i>Major Subcontractors</i>	<i>Phone Number</i>	<i>Email</i>
<i>Attendee</i>	<i>Phone Number</i>	<i>Email</i>
<i>Attendee</i>	<i>Phone Number</i>	<i>Email</i>
<i>Attendee</i>	<i>Phone Number</i>	<i>Email</i>
<i>Attendee</i>	<i>Phone Number</i>	<i>Email</i>
<i>Attendee</i>	<i>Phone Number</i>	<i>Email</i>
<i>Attendee</i>	<i>Phone Number</i>	<i>Email</i>

Note: This agenda refers to the Project Documents Specifications 01 3000. Modify this checklist to incorporate project specific information – retain all sections, but mark sections not applicable to current project with “Not Applicable”

1. Other Project participants to be included on meeting minutes' distribution but not necessarily in attendance.
2. Previous Minutes with action items from last meeting.
3. Risk Issues.
4. Construction Progress Schedule Update (§3.02D). a. Substantial completion date per schedule: _____. b. Substantial completion date per contract: _____. c. Maintenance of monthly progress schedule update. Last update (date): _____ d. Corrective measures to regain projected schedules. e. Effect of proposed changes on progress schedule and coordination.
5. Review of work progress. (3-week schedule) against CPM schedule prior to invoice release.
6. Coordination of projected progress.
7. Field Observations, problems, and decisions. Status of non-conforming work: a. Notice of Nonconformance # _____ b. Schedule of Values line # _____ c. Estimated correction date _____
8. Identification of problems that impede, or will impede, planned progress.
9. Review pertinent portions of Site-Specific Safety Plan. Address what will occur before next progress meeting and if there have been any incidents.
10. Field Authorization/Change Order Proposal/Change Order Log and Status.
11. Submittal Update; review schedule & status.
12. Material Delivery Status.
13. Review requests for Information (RFI's) log and status of responses.

14. Quality Control/Quality Assurance: Maintenance of quality and work standards.
15. As-built Updates.
16. Construction Waste Management Update.
17. Project Closeout.
18. LEED Requirements and Reporting. (Not Applicable)
19. Commissioning Update. (Not Applicable)
20. Inspection and Test Reports.
21. Other business relating to work.
22. At monthly intervals review: <ul style="list-style-type: none">a. Pay Application. Contractor submits DRAFT Pay Application to consultant for 7 days prior to actual date of Application for Payment.<ul style="list-style-type: none">• Draft pay application received (date): _____• Consultant reviews the Pay application to identify any discrepancies (incomplete or non-conforming work).• Consultant approves or requests revisions of the Pay Application within 7 days (per Instructions for A/E).b. Certified Payroll. Last submission to L&I's online system (date): _____c. Diverse Business participation. Review reporting in DES Diversity Compliance system (B2Gnow) and progress towards goals (if applicable). Last payment entered (date): _____d. Apprenticeship plan progress and Contractor's plan to meet goals.e. Current apprenticeship utilization rate (from L&I online system): _____.
23. Review of Federal requirements compliance (when applicable).
24. Discussion.
25. Action Items (by whom and by when).
26. Next Meeting Date & Time.

CONSTRUCTION CLOSEOUT MEETING AGENDA

State Project Number: 2026-195 G (1-1)

State Project Title: Capitol Way – Pedestrian Bridge Repair

Date of Meeting:

Attendees:

<i>Owner Representative (DES)</i>	<i>Phone Number</i>	<i>Email</i>
<i>Client Agency Representative</i>	<i>Phone Number</i>	<i>Email</i>
<i>A/E</i>	<i>Phone Number</i>	<i>Email</i>
<i>Contractor</i>	<i>Phone Number</i>	<i>Email</i>
<i>Major Subcontractors</i>	<i>Phone Number</i>	<i>Email</i>
<i>Major Subcontractors</i>	<i>Phone Number</i>	<i>Email</i>
<i>Major Subcontractors</i>	<i>Phone Number</i>	<i>Email</i>
<i>Client Agency Information Technology (IT)</i>	<i>Phone Number</i>	<i>Email</i>
<i>Attendee</i>	<i>Phone Number</i>	<i>Email</i>
<i>Attendee</i>	<i>Phone Number</i>	<i>Email</i>
<i>Attendee</i>	<i>Phone Number</i>	<i>Email</i>
<i>Attendee</i>	<i>Phone Number</i>	<i>Email</i>
<i>Attendee</i>	<i>Phone Number</i>	<i>Email</i>

Note: This agenda refers to the Project Documents Specifications 01 3000. Modify this checklist to incorporate project specific information – retain all sections, but mark sections not applicable to current project with “Not Applicable”

1. Review closeout submittal requirements and current status.
2. Submit DRAFT Operations and Maintenance Manuals.
3. Submit DRAFT Staff Training Plan.
4. Submit DRAFT Warranties.
5. Review Substantial Completion Checklist.
6. Estimated date when the Contractor will provide written notice of substantial completion with list of incidental corrective (punch list) work remaining: _____.
7. List of all operational permits required by AHJ and data required for applications.
8. Is the project scheduled to meet the contracted substantial completion date? _____ a. Substantial completion date per schedule: _____. b. Substantial completion date per contract: _____. c. When applicable, reconcile with a corrective action plan (§3.02D). Contractor to submit corrective action plan by (date): _____ d. When applicable and the changes meet the requirements of Part 7 of the General Conditions, reconcile with change order(s). Contractor to submit COP by (date): _____ e. When applicable, calculate the estimated liquidated damages amount (§3.07): \$_____
9. Identify outstanding non-conforming work on the schedule of values. The owner will withhold payment until the non-conforming work is corrected in accordance with the General Conditions §6.05. Status of non-conforming work: a. Notice of Nonconformance #: _____ b. Schedule of Values line #: _____ c. Estimated correction date: _____
10. Review status of open COPs, FAs, and change orders.
11. Review status of testing requirements.
12. IT coordination. (Not Applicable)

13. Client Agency responsibilities after substantial completion: <ul style="list-style-type: none">a. Operating building systems.b. Maintenance and repairs.c. Warranty notification procedures.d. Security and Contractor access.
14. Furnishing, Fixtures, and Equipment installation coordination.
15. Occupant move-in schedule. (Not Applicable)
16. Review Final Acceptance Checklist.
17. Submitting affidavits to L&I.
18. Apprenticeship utilization rate and potential incentive or penalty.
19. Demobilization.
20. Final Invoice.
21. Ensure all payments are entered into the DES Diversity Compliance system:
22. Retainage will be paid upon completion of the lien period and after receiving releases from the Employment Security Department, the Department of Revenue, and the Department of Labor and Industries.

REQUEST FOR INFORMATION

NUMBER: XXX

ATTENTION: KPFF Consulting Engineers
Attn: Jora Lehrman
jora.lehrman@kpff.com

PROJECT NAME: Capitol Way – Pedestrian Bridge Repair
2026-195 G (1-1)
Department of Enterprise Services

SUBJECT: Basic Description of Issue/Information Requested

Date Submitted: Month, Date, Year **Requested Response:** Month, Date, Year

Submitted By: General Contractors Representative

Information Requested:
Provide written description of the issue and the information needed.

Spec/Dwg. Reference: List any references to project specifications or drawings as necessary for A/E to quickly and completely provide the needed information.

Suggested Resolution:
Contractor/Subcontractor/Supplier to provide a recommendation on how to best resolve the issue without impacting contract time or contract sum.

Impacts Contract Time: Yes or No **Impacts Contract Sum** Yes or No

***Note:** Contractor has seven (7) calendar days from receipt of response to RFI to notify A/E, in writing per General Conditions 7.02 and 7.03 and "Notice" shall be as defined in General Conditions 1.01 Definitions.*

Answer:
Provide written direction to resolve the issue presented. List any attached documentation necessary to provide full and complete response. If A/E believes solution will result in impact to Contract Time or Contract Sum, issue a Field Authorization or Change Order Proposal as appropriate.

Due to the response above, A/E WILL or WILL NOT Issue a change document (COP or FA) within seven (7) days to resolve.

Impact Contract Time: Yes or No **Impact Contract Sum** Yes or No

A/E Response By: A/E Representative, Representing Firm Date: _____

Reference	Description	Due	Received
General Requirements			
Instructions to Bidders 0.02C, GC 2.01, 2.02, & 2.03	Certificate of Insurance Coverage	Within 15 days after receipt of contract	
Instructions to Bidders 0.00E.4	Apprenticeship Utilization Plan	Within 10 business days of NTP	
GC 3.02	Preliminary Construction Progress Schedule	Within 14 days of NTP	
01 3000	Submittals Schedule	Within 14 days of NTP	
01 4000	Project Quality Plan	Within 14 days of NTP	
GC 4.03	Shop Drawings	Prior to Construction	
GC 5.02	Copies of all required permits	when issued	
01 3000 & GC 5.04	Intents to Pay Prevailing Wages	Within 30 days of NTP and prior to payment	
01 3000 & GC 5.07	Site-Specific Safety Plan	Within 30 days of NTP, prior to payment, and prior to initial construction meeting	
01 3000 & GC 5.20	List of Subcontractors and Suppliers	Within 30 days of NTP and prior to payment	
01 3000 & GC 6.02	Proposed Schedule of Values	Within 30 days of NTP and prior to payment	
01 2000 & 01 3000	Contractor's Overhead Daily Rate	Within 30 days of NTP and prior to payment	
01 3000	Register in the DES Diversity Compliance Program (B2Gnow) at https://des.diversitycompliance.com/	Within 30 days of NTP and prior to payment	
01 7800	Draft O&M Manuals	Construction is 75% complete	
01 7800	Draft Staff Training plan	Construction is 75% complete	
01 7800	Draft warranties	Construction is 75% complete	
01 7800	Final O&M Manuals	2 weeks prior to Substantial Completion	
01 7800	Complete staff training and provide training materials	2 weeks prior to Substantial Completion	
01 7800	Notice of substantial completion with list of remaining incidental corrective work (punch list)	Substantial Completion	
01 7800	LEED submittal (if applicable)	Substantial Completion	
01 7800	Certificates of warranty	Substantial Completion	
01 7800	All required permits required by AHJ	Substantial Completion	
01 7800	All specified spare parts, tools, and extra stock	Substantial Completion	
01 7800	Keys and Key Schedule (if applicable)	Substantial Completion	
01 7800	All specified required test reports	Substantial Completion	
01 7800	Draft "As-Built" Project Record	Substantial Completion	
GC 4.02	Final "As-Built" Project Record	Final Acceptance	
01 7800	Written notice that all incidental corrective work (punch list) completed	Final Acceptance	
Recurring Submittals			
GC 3.02	Construction Progress Schedules	Monthly	
GC 5.04	Certified Payroll uploaded to L&I portal	Monthly	
GC 6.03	Pay applications (A-19 Invoice)	Monthly	
GC 10.11	Submit payment information into DES Public Works Diversity Tracking & Management System	Monthly	
Project Specific Submittals			
Consultant Specifications	Proposed Products - to be completed by consultant	To be filled out by consultant	
Consultant Specifications	Test and Inspection reports	To be filled out by consultant	
Consultant Specifications	Manufacturer's instructions and field reports	To be filled out by consultant	

SECTION 01 3216 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary progress schedule, to be submitted at time of contract. Scheduler to have 3 to 5 years' experience.
- B. Construction progress schedule. The project size and type will determine schedule form, from Critical Path to a bar chart type with approval of Owner and AE.
- C. Construction progress schedule, with network analysis diagrams and reports. Schedule to reflect sequencing of work and Owner may request a 3 week look ahead and a recovery schedule if changes have been executed.

1.02 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including the General Conditions 3.02, for Washington State Facilities Construction and other Division 01 specification sections, apply to this section.
- B. Section 01 1000 Summary showing sequencing
- C. Section 01 3000 Administrative Requirements

1.03 REFERENCE STANDARDS

- A. M-H (CPM) - CPM in Construction Management - Project Management with CPM; 2015

1.04 SUBMITTALS

- A. Within 7 days after date establish in Notice to Proceed, submit complete Progress Schedule to A/E review and comment.
 - 1. If revisions are requested by the A/E, submit the revised Project Schedule within 7 days after receipt of requested revisions.
- B. Submit updated schedule with each Application for Payment.

1.05 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with 3 to 5 years minimum experience in scheduling construction work of a complexity comparable to this Project and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.06 SCHEDULE FORMAT

- A. Submit two files of the construction progress schedule. One file shall be in Portable Document Format (pdf) and the other file shall be the native scheduling software format.
- B. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- C. Diagram Sheet Size: 22 x 34 inches.
- D. Scale and Spacing: Must be legible when reduced and printed half-size 11 x 17 inches.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTENT

- A. Show complete sequence of construction by activity, milestones and with dates for beginning and completion of each element of construction. Note long lead items.
 - 1. Construction Progress shall be developed using any Work Sequence stages if identified in specification section 01 1000.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules to define critical portions of the entire schedule.

- E. Include critical conferences and meetings in schedule, i.e., pre-construction and pre-installation meetings.
- F. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- G. Provide separate schedule of submittal dates for shop drawings, product data, and samples, and dates reviewed submittals will be required from A/E. Indicate decision dates for selection of finishes.
- H. Indicate delivery dates for owner-furnished products. [Optional]
- I. Coordinate content with schedule of values specified in Section 01 2000 - Price and Payment Procedures.
- J. Provide legend for symbols and abbreviations used.

3.02 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first workday of each week.

3.03 NETWORK ANALYSIS

- A. Prepare network analysis diagrams and supporting mathematical analyses using the Critical Path Method.
- B. Illustrate order and interdependence of activities and sequence of work; how start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
- C. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using calendar dates, and identify for each activity:
 - 1. Preceding and following event numbers
 - 2. Activity description
 - 3. Estimated duration of activity, in maximum 14-day intervals
 - 4. Earliest start date
 - 5. Earliest finish date
 - 6. Actual start date
 - 7. Actual finish date
 - 8. Latest start date
 - 9. Latest finish date
 - 10. Total and free float; belongs to the project. Neither the Contractor nor the Owner have exclusive right to the Float Time.
 - 11. Monetary value of activity, keyed to Schedule of Values
 - 12. Percentage of activity completed
 - 13. Responsibility
- D. Analysis Program: Capable of accepting revised completion dates, and re-computation of all dates and float.
- E. Required Reports: List activities in sorts or groups:
 - 1. By preceding work item or event number from lowest to highest.
 - 2. By amount of float, then in order of early start.

3.04 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with A/E at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.05 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of work.
- D. Indicate changes required to maintain Date of Substantial Completion.
- E. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect.

3.06 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, A/E, Owner.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION 01 3216 - CONSTRUCTION PROGRESS SCHEDULE

SECTION 01 4000 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals
- B. Quality assurance
- C. References and standards
- D. Testing and inspection agencies and services
- E. Contractor's construction-related professional design services
- F. Contractor's design-related professional design services
- G. Control of installation
- H. Tolerances
- I. Manufacturers' field services
- J. Defect Assessment

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions for Washington State Facilities Construction and other Division 01 specification sections, apply to this section.
- B. Washington State Department of Enterprise Services, Forms and Reference Documents may be obtained at <https://www.des.wa.gov/services/facilities-leasing/public-works-design-construction/formsreference-documents> including forms:
 - 1. Department of Enterprise Services - [Notice of Nonconformance](#)
- C. Section 01 4216 - Definitions

1.03 DEFINITIONS

- A. Contractor's Professional Design Services: Design of some aspect or portion of the project by party other than the design professional of record. Provide these services as part of the Contract for Construction.
 - 1. Design Services Types Required:
 - a. Construction-Related: Services Contractor needs to provide in order to carry out the Contractor's sole responsibilities for construction means, methods, techniques, sequences, and procedures.
 - b. Design-Related: Design services explicitly required to be performed by another design professional due to highly technical and/or specialized nature of a portion of the project. Services primarily involve engineering analysis, calculations, and design, and are not intended to alter the aesthetic aspects of the design.
- B. Quality Assurance Services: Activities, action, and procedures performed before and during execution of the Work to guard against defects and deficiencies and to ensure that proposed construction complies with requirements.
- C. Quality Control Services: Test, inspections, procedures, and related actions during and after execution of the Work used to evaluate the actual product incorporated into the Work comply with requirements. Services do not include Contract enforcement activities performed by the Architect.

1.04 CONTRACTOR'S CONSTRUCTION-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's General Conditions for construction.
- B. Provide such engineering design services as may be necessary to plan and safely conduct certain construction operations, pertaining to, but not limited to the following:
 - 1. Temporary sheeting, shoring, or supports.
 - 2. Temporary scaffolding.
 - 3. Temporary stairs or steps required for construction access only.
 - 4. Temporary hoist(s) and rigging.

1.05 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's General Conditions for construction.
- B. Base design on performance and/or design criteria indicated in individual specification sections.
 - 1. Submit a Request for Information to A/E if the criteria indicated are not sufficient to perform required design services.

1.06 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Project Quality Plan (PQP): Submit within 14 days of the Notice to Proceed a written plan detailing the organization and procedures proposed to achieve quality assurance and quality control so that materials, products, workmanship, on-site and off-site fabrication, construction, and operations are both in total compliance with the Contract Documents and within generally accepted quality standards for similar work. Demonstrate a thorough knowledge of Contract requirements. The PQP is intended to function as a "living document," anticipating requirements and documenting results. At minimum, the PQP shall include the following:
 - 1. Qualification Data: For Quality Assurance Manager (QAM) and any Contractor-provided testing agencies, to demonstrate their capabilities and experience. For testing agencies, include proof of qualifications in the form of a recent agency inspection report performed by a recognized authority.
 - 2. A letter, signed by an officer within the Contractor's organization, summarizing the responsibilities of the QAM, including the authority and obligation to stop nonconforming work, and specifically acknowledging that the QAM's performance is continuously subject to Architect and Owner approval.
 - 3. Schedule and Log of Tests and Inspections: For all (Owner and Contractor) required tests and inspections. Prepare in tabular form and include the following:
 - a. Identify if the test/inspection is being provided by Owner or Contractor.
 - b. Specification Section number and title.
 - c. Description of test or inspection.
 - d. Identification of applicable standards.
 - e. Identification of test and inspection methods.
 - f. Number/frequency of tests and inspections required.
 - g. Time schedule (or time span) for tests and inspections.
 - h. Entity responsible for performing tests and inspections.
 - i. Requirements for obtaining samples.
 - j. Unique characteristics of each quality control service.
- C. QAM Daily Reports: Submit at weekly intervals.
- D. Permits, Licenses, and Certificates: For Architect's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.07 QUALITY ASSURANCE

- A. Quality Assurance Organization: The umbrella for the Contractor's quality assurance and quality control activities is the Quality Assurance Organization. This organization consists of the Quality Assurance Manager, supported by additional staff as necessary to perform the activities described in this Section.
- B. Quality Assurance Manager (QAM): An individual, may be the project Superintendent, Project Manager, or other identified personnel, with complete authority to take actions necessary to ensure compliance with the Contract Documents. The QAM's authority shall include the ability and obligation to stop nonconforming work and direct all corrective measures. The QAM's responsibilities shall be to manage the Contractor's Project Quality Plan and to review all submittals in accordance with Section 01 3000 - Administrative Requirements and continuously monitor construction activity.
- C. Contractor's Design-related Professional Design Services: Where professional design services or certifications by a design professional are specifically required of Contractor, provide products and systems complying with indicated performance and design criteria, or where not indicated, with performance and design criteria of authorities having

jurisdiction. In addition to shop drawings, product data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include the list of codes, loads, and other factors used in performing these services.

1. Professional Engineer Qualifications: A professional legally qualified to practice in the State of Washington and experienced in providing engineering services of the kind indicated.
- D. Basic Quality Assurance Qualifications: Wherever the Specifications refer to installers, manufacturers, fabricators, specialists, or factory-authorized service representatives, provide entities with the following qualifications:
 1. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
 2. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
 3. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
 4. Specialists: Certain sections of the Specifications require that specific construction activities be performed by recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - a. Requirements for specialists shall not supersede building codes and regulations governing the Work.
 5. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products similar in material, design, and extent to those indicated for this Project.

1.08 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from A/E before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of A/E shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.09 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. As indicated in individual specification sections, Owner or Contractor shall employ and pay for services of an independent testing agency to perform specified testing.
 1. Contractor shall coordinate performance of all testing and inspections unless otherwise indicated.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.

- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from A/E before proceeding.
- D. Comply with specified standards for quality of the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from A/E before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Responsibilities (Contractor provided and Owner provided):
 - 1. Provide qualified personnel at site. Cooperate with A/E and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify A/E and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by A/E.
 - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 - 1. Provide access to Testing Agency to the designated location to obtain adequate samples of materials that require testing as required by the contract documents.
 - 2. Cooperate with Testing Agency personnel and provide access to the Work.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify A/E and Testing Agency [48] hours prior to expected time for operations requiring testing/inspection services unless prior arrangements are made and agreed to.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by A/E.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.
- G. Costs for testing visits not provided by the Testing Agency due to failure of the Contractor to schedule properly shall be paid by Contractor.

3.05 MANUFACTURERS' FIELD SERVICES

- A. When required in individual specifications sections, or by product manufacturer as part of warranty, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of

surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.

- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
 - 1. Submit report to Contractor and A/E.

3.06 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of the A/E the Work is not complying with specified requirements, the A/E will issue a Notice of Nonconformance.
 - 1. Contractor's QAM shall be responsible for providing a response to Notice of Nonconformance within seven days of its issue indicating corrective measures to be undertaken.
 - 2. If, in the opinion of the A/E, it is not practical to remove and replace the work, A/E will direct an appropriate remedy or adjust payment.
 - 3. QAM shall maintain a Nonconformance log of all deficiencies, tracking them from identification to acceptable resolution.

END OF SECTION 01 4000 - QUALITY REQUIREMENTS

NOTICE OF NONCONFORMANCE

NUMBER: XXX

ATTENTION: Name of Contractor the Project
Attn: Contractor's Quality Assurance Manager (QAM)
QAM e-mail address

PROJECT NAME: Capitol Way – Pedestrian Bridge Repair
2026-195 G (1-1)
Department of Enterprise Services

SUBJECT: Basic description of nonconforming Work

Date Issued: Month, Date, Year

Issued By: A/E Project Manager, A/E Firm

You are hereby notified that field observation has indicated that the following portion of the work does not confirm to requirements of the contract documents. (See GC 5.16 and other relevant sources)

<p>Item of Nonconformance: Provide written description of the issue and the information needed.</p>
--

Spec/Dwg. Reference/Attachments: List any references to project specifications or drawings as necessary for A/E to quickly and completely provide the needed information. Attach relevant specs, drawings, photos, etc.

Note: The Contractor shall submit a response to this Notice of Non-conformance within seven (7) days of its issue, stating the proposed course of action, and a defined schedule for implementation of the corrective measures.

<p>Contractors Proposed Corrective Action: Contractor to provide a recommendation on how to best resolve the issue.</p>
--

Corrective action to be completed by:

Date: _____

Quality Assurance Manager (QAM)

Date: _____

Contractor/Contractor's company name

Date: _____

SECTION 01 4216 - DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General and Supplemental Conditions for Washington State Facilities Construction and other Division 01 specification sections, apply to this section.

1.03 DEFINITIONS

- A. APM \ Assistant Program Manager: The DES Assistant Program Manager of the Washington State Department of Enterprise Services who oversees the Project Manager on behalf of the Owner.
- B. Authorities Having Jurisdiction (AHJ): Any public agency or review body having authority to approve, inspect, and review the work on behalf of the public. (i.e., Code Officials, Fire Department, Health Department, etc.)
- C. Contract: The construction agreement between the Owner and the Contractor.
- D. DES \ Department of Enterprise Services: The Washington State Department of Enterprise Services is the Owner or authorized representative of the owner, as per General Conditions.
- E. EAS: Engineering and Architectural Services, a division of the Washington State Department of Enterprise Services.
- F. Furnish: To supply, deliver, unload, and inspect for damage.
- G. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- H. PM \ Project Manager: The DES Project Manager assigned by the Department of Enterprise Services is responsible for managing and oversight of the contract on behalf of the Owner.
- I. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never used, or re-used materials or equipment.
- J. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- K. Provide: To furnish and install.
- L. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 4216 - DEFINITIONS

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities
- B. Temporary telecommunications services
- C. Temporary sanitary facilities
- D. Temporary Controls: Barriers, enclosures, and fencing
- E. Security requirements of the job site
- F. Vehicular access and parking for Contractor's operations
- G. Waste removal facilities and services
- H. Project identification sign
- I. Field offices

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions for Washington State Facilities Construction and other Division 01 specification sections, apply to this section.

1.04 TEMPORARY UTILITIES

- A. General: Cost or use charges for temporary facilities (all electrical power, lighting, water, heating and cooling, and ventilation), shall be included in the Contract Sum. Allow Owner's other entities to use temporary services and facilities without cost, including but not limited to, Owner construction forces, A/E consultants, occupants of the project, testing agencies and authorities having jurisdiction.
- B. Contractor may make use of existing utilities available at the existing site. This includes electrical power and water. All costs associated with preparing these utilities and temporary connection for project use is the sole responsibility of the Contractor, as noted in GC 5.14 B.
 - 1. Provide temporary construction lighting to all areas of the work to permit a safe and secure work environment for all contractors.
- C. Usage costs for existing utilities will be provided by the Owner. Contractor is to take measure to conserve these resources. The Owner reserves the right to rescind this agreement if the Contractor fails to take appropriate conservation measures. The decision to rescind is solely the Owners. Contractor may install submeters to observe usage during construction.

1.05 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary internet access, software and laser printer.

1.06 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
 - 1. Facilities to consist of self-contained single-occupant chemical toilet units in quantity necessitated by size of workforce, to include hand washing sink with soap & towels.
 - 2. Facilities to be located within the project Construction Limits.
- B. Use of existing facilities located at Owner's adjacent buildings is not permitted.

1.07 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.08 FENCING

- A. Provide 6-foot-high approved construction fencing around construction site; equip with vehicular and pedestrian gates with locks.

1.10 SECURITY OF THE JOBSITE

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program for physical or electronic security measures.

1.11 VEHICULAR ACCESS AND PARKING FOR CONTRACTOR'S OPERATIONS

- A. Comply with regulations (AHJ), relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles. Coordinate with Owner to determine hours of operation.
- B. Coordinate access and haul routes with Authorities Having Jurisdiction (AHJ) and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets. Contractor to follow GC 5.07 E, Safety Precautions for Hazardous or Harmful substances and disposal methods.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- G. Do not allow vehicle parking on existing pavement.
- H. Contractor will be responsible for parking costs on capitol campus projects.
- I. Contractor will need to coordinate with City of Olympia or DES Parking Division for assignment, to use visitor parking stalls.

1.12 WASTE REMOVAL

- A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site weekly.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.13 PROJECT IDENTIFICATION

- A. Erect on site at location established by A/E.
- B. Provide project identification sign of design, construction, and location approved by Owner.
- C. No other signs are allowed without Owner permission except those required by law.

1.14 FIELD OFFICES

- A. It is not anticipated that a field office is required for this project.

1.15 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements
- B. Sustainable design-related product requirements
- C. Re-use of existing products
- D. Transportation, handling, storage and protection
- E. Product option requirements
- F. Substitution limitations
- G. Procedures for Owner-supplied products
- H. Maintenance materials, including extra materials, spare parts, tools, and software

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions for Washington State Facilities Construction and other Division 01 specification sections, apply to this section.
- B. Section 01 1000 - Summary: Lists of products to be removed from existing building and for Owner-supplied products
- C. Section 01 2500 - Substitution Procedures: Substitutions proposed during procurement and/or construction phases.
- D. Section 01 4000 - Quality Requirements: Product quality monitoring

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 14 days after date of Notice to Proceed.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner and follow procedures as per Dept. of Archaeology & Historic Preservation, <https://dahp.wa.gov>.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is noted in the Contract Documents.
 - 1. See Section 01 1000 – Summary for list of items required to be salvaged for reuse and relocation.
 - 2. If reuse of other existing materials or equipment is desired, submit [substitution request form](#).

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.

- B. See Section 01 4000 - Quality Requirements, for additional source quality control requirements.
- C. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's
 - 2. Made of wood from newly cut old growth timber
 - 3. Containing lead, cadmium, or asbestos
- D. Where other criteria are met, Contractor shall give preference to products that:
 - 1. Are extracted, harvested, and/or manufactured closer to the location of the project.
 - 2. Have longer documented life span under normal use.
 - 3. Result in less construction waste. See Section 01 7419 - Construction Waste Management and Disposal.
 - 4. Are made of vegetable materials that are rapidly renewable.
 - 5. Are made of recycled materials.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Do not store products directly on the ground.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 6000 - PRODUCT REQUIREMENTS

SECTION 01 7000 - EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Construction Waste Management.
- F. Daily Cleaning and protection.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions for Washington State Facilities Construction and other Division 01 specification sections, apply to this section.
- B. Washington State Department of Enterprise Services, Forms and Reference Documents may be obtained at <https://des.wa.gov/services/facilities-leasing/public-works-design-construction/formsreference-documents> including forms.
- C. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- D. Section 01 7800 - Closeout Submittals and Procedures: Project record documents, operation and maintenance data, warranties, and bonds.
- E. Individual Product Specification Sections

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed work and products to be used.
 - e. Alternatives to cutting and patching.
 - f. Effect on work of Owner or separate Contractor.
 - g. Written permission of affected separate Contractor.
 - h. Date and time work will be executed.

1.04 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
 - 1. Minimum of five years of documented experience.

- B. For field engineering, employ a professional engineer of the discipline required for specific service on project, licensed in the State of Washington. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.
- C. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State of Washington.

1.05 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. Follow AHJ Requirements for Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
 - 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- E. Follow AHJ Requirements for Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Follow AHJ Requirements for Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations. Noise control plan to be reviewed and approved by Owner.
 - 1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers, pneumatic hammers, and air-operated nail guns.
 - 2. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
 - 3. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am. Contractor must factor in this cost for after hours.
- G. Pest, Wildlife and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
 - 1. Pest Control Service: Weekly treatments.
- H. Follow AHJ Requirements for Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 COORDINATION

- A. See Section 01 1000 - Summary for occupancy-related requirements.
- B. Notify affected utility companies and comply with their requirements.
- C. Coordinate completion and clean-up of work of separate sections.
- D. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- E. Give at least 48 hours prior notice to Owner of any utility shutdown.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 2500 - Substitution Procedures.
- D. Quality Requirements 01 4000 to follow construction quality standards.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or to prevent quantity errors in fabrication.
- E. Verify that utility services are available, that all utilities have available capacity to service the project, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify A/E seven days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation, and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to A/E, Owner, participants, and those affected by decisions made as per preconstruction checklist.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.

1. Verify that construction and utility arrangements are as indicated.
 2. Report discrepancies to A/E before disturbing existing installation.
 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 - Temporary Facilities and Controls in locations indicated on drawings.
 2. Provide sound retardant partitions of construction indicated on drawings in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 2. Remove items indicated on drawings.
 3. Relocate items indicated on drawings.
 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications, and water): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 01 1000 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to A/E.
 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for A/E review and request instructions.
 4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.

- 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air-tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 DAILY CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

END OF SECTION 01 7000 - EXECUTION REQUIREMENTS

SECTION 01 7419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Any material proposed for reuse on-site, must be reviewed and approved by the Architect. Architect may require additional testing/engineering review and approvals. Any costs associated with additional testing/engineering shall be provided by the Contractor at no additional costs to the project. See Part 2 below for Substitution procedures to be used when requesting material reuse.
 - 2. Aluminum and plastic beverage containers
 - 3. Corrugated cardboard
 - 4. Wood pallets
 - 5. Clean dimensional wood
 - 6. Concrete
 - 7. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 8. Plastic buckets
 - 9. Plastic sheeting
 - 10. Mechanical and electrical equipment
 - 11. Fluorescent lamps (light bulbs)
- E. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- F. The following sources may be useful in developing the Waste Management Plan:
 - 1. Washington State Department of Ecology at <https://ecology.wa.gov/>.
 - a. Reducing & recycling waste: <https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste>
 - b. Construction and demolition: <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Dangerous-waste-guidance/Common-dangerous-waste/Construction-and-demolition>
- G. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site
 - 2. Burying on the project site
 - 3. Dumping or burying on other property, public or private
 - 4. Other illegal dumping or burying
 - 5. Incineration, either on- or off-site
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions for Washington State Facilities Construction and other Division 01 specification sections, apply to this section.
- B. Section 01 1101 - Summary of Hazardous Materials Work: Procedures for handling and disposal of hazardous materials.
- C. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- D. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.

- E. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- F. Section 01 7000 - Execution Requirements Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.
- G. Section 01 7800-Closeout Submittals and Procedures.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Waste Management Plan: Include the following information:
 - 1. Submit Waste Management Plan within 7 days after date established in Notice to Proceed.
 - 2. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 3. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 - 4. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
 - a. List each material proposed to be salvaged, reused, or recycled.
 - b. List the local market for each material.
 - c. State the estimated net cost, versus landfill disposal.
 - 5. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
 - 6. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.

7. Transportation: Identify the destination and means of transportation of materials to be recycled, i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
- C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 2. Submit Report on a form acceptable to Owner.
 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 4. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 5. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
 6. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and A/E.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 1. Job safety meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 1. As a minimum, provide:
 - a. Separate area for storage of materials to be reused on-site, such as wood cut-offs for blocking.
 - b. Separate dumpsters for each category of recyclable.
 - c. Recycling bins at worker lunch area.
 2. Provide containers as required.
 3. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 4. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION 01 7419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

SECTION 01 7800 - CLOSEOUT SUBMITTALS & PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Closeout
- B. Project Record Documents
- D. Warranties

- E. Final Cleaning

1.02 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including the General Conditions for Washington State Facilities Construction and other Division 01 specification sections, apply to this section.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures, shop drawings, product data, and samples
- C. Section 01 7000 - Execution Requirements
- D. Individual Product Sections: Warranties required for specific products or work

1.03 CLOSEOUT PROCEDURES

- A. Make any submittals requested by AHJ or any other regulatory agencies.
 - 1. Provide copies to A/E
 - 2. Include copies in Record Documents
- B. A/E will conduct a Construction Closeout Meeting when the work is approximately 75% complete. A/E will issue the Substantial Completion Checklist to the Contractor for use in project closeout.
- C. Contractor shall submit a written Notice of Substantial Completion certifying that the work has been inspected, and that work is complete in accordance with the Contract Documents and ready for A/E Punch List Inspection. Prior to submitting Contractor's Notice of Substantial Completion, the Contractor shall complete the following.
 - 1. Submit all outstanding Field Authorization's (FA) and Change Order Proposals (COP) for review.

 - 2. Submit written notice of substantial completion with list of remaining incidental corrective work (punch list)
 - 3. Submit all required permits (occupancy, elevator, boiler, fire marshal, Dept of Health, etc.)

 - 4. Submit final warranties
 - 5. Submit all specified spare parts, tools, and extra stock
 - 6. Submit all specified required test reports
 - 7. Accompany A/E and Owner on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List.
 - 8. All work other than incidental corrective or punch list work.
 - 9. Provide draft As-Built markup of contract documents
- D. Upon receipt of Contractor's Notice of Substantial Completion, A/E will schedule and prepare punch list. If the A/E deems remaining punch list work to be incidental they will issue the Final Correction Punch List and the Certificate of Substantial Completion.
- E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- F. Final Acceptance: After receipt of Certificate of Substantial Completion, the following must be completed by the contractor before the project will be considered complete and closed out by DES.
 - 1. Submit written notice that all incomplete work noted on the Certificate of Substantial Completion has been completed.
 - 2. All work shall be complete and acceptable to A/E and Owner's Representatives prior to Final Acceptance.
 - 3. Confirm all FAs resolved, approved, and all change orders processed.
 - 4. Confirm any and all claims and/or disputes are resolved.
 - 5. Provide final "As-Built" project record documents.

6. Confirms affidavit of wages paid, approved by L&I, for the contractor and subcontractors, all tiers, that performed work on the project.
7. Confirm all payments to subcontractors have been accurately reported via B2GNow.
8. Submit retainage invoice.

1.04 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Submit documents to A/E a minimum of 14 days prior to Contractor's anticipated Notice of Substantial Completion.
 1. When electronic Record Documents are permitted by the Owner, they shall receive submittals in PDF format for review, unless otherwise approved by the Owner.
- B. Warranties:
 1. When electronic Warranties are permitted by the Owner, they shall be provided as a single PDF document following the same procedures as noted in Part 3 Execution. A hard copy of all warranties with original documents will also be required.
 2. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 14 days after acceptance.
 3. Contractor shall submit DRAFT Warranties at the Construction Closeout meeting when construction is approximately 75% complete..
 4. Submit FINAL Warranties to A/E prior to substantial completion.

PART 2 DOCUMENTATION

2.01 PROJECT As-Built DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the work:
 1. Drawings
 2. Specifications
 3. Addenda
 4. Change Orders and other modifications to the Contract
 5. Reviewed shop drawings, product data, and samples
 6. Manufacturer's instruction for assembly, installation, and adjusting
 7. Tests and Inspections Log and Reports
 8. Permits
 9. Progress Photographs
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store As-Built documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
 4. Changes made by executed Change Orders.
- F. As-Built Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Measured depths of foundations in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Field changes of dimension and detail.
 4. Details not on original contract drawings.
 5. Changes made by Addenda and modifications.
 6. Changes made by executed Change Orders.
- G. Permits
 1. Include copies of all signed off permits with Project Record Document Submittal.
 2. Provide original versions of all signed-off permits to the Owner.
 3. Any other submittal required or requested by AHJ.

PART 3 OPERATIONS AND MAINTENANCE

3.01 OPERATION AND MAINTENANCE DATA

- A. Provide data as indicated by individual specification sections.
- B. Source Data: For each product or system, list names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.02 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. Provide data as indicated by individual specification sections.
- B. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- C. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- D. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- E. Additional information as specified in individual product specification sections.
- F. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11-inch three D side ring binders with durable plastic covers; 2-inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of A/E, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20-pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text, fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory
 - 2. Table of Contents, of all volumes, and of this volume
 - 3. Operation and Maintenance Data: Arranged by system, then by product category

- a. Source data
- b. Product data, shop drawings, and other submittals
- c. Field quality control data
- d. Photocopies of warranties

3.05 WARRANTIES

- A. All warranties shall start from date of Substantial Completion.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11-inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

3.06 FINAL CLEANING

- A. Execute final cleaning prior to submitting Contractor's Notice of Substantial Completion.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean site: sweep paved areas, remove stains, spills and any foreign deposits, rake clean landscaped surfaces. Reseed ground areas damaged by construction activity.
- F. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

END OF SECTION 01 7800 - CLOSEOUT SUBMITTALS & PROCEDURES



Washington State
DEPARTMENT OF
ENTERPRISE SERVICES

DIVISION OF ENGINEERING AND ARCHITECTURAL SERVICES
SUBSTANTIAL COMPLETION CHECKLIST

Project Title:		Project Number:	
Agency:		Contractor:	
Facility:		Client Agency Rep:	
Architect/Engineer:		FPS Project Manager:	

✓	ACTION:	VERIFIED																																					
		BY	DATE																																				
	1. Close-Out requirements identified at Construction Close Out Meeting																																						
	2. All FAs, COPs, and Change Orders submitted																																						
	3. All systems functioning as designed																																						
	4. Building Commissioning substantially complete (installation verification, system start up, functional testing, etc.)																																						
	5. All utilities and meters connected, tested and operational																																						
	6. Contractor's LEED submittals and reports completed and uploaded to USGB																																						
	7. Contractor submits notice of completion with remaining incidental corrective work (punch list)																																						
	8. A/E* schedules an inspection with the Owner, E&AS PM, and Contractor to inspect work and remaining punch list items. The A/E adds to contractor's punch list, creates a single supplemental punch list, and provides to the contractor within 2 business days.																																						
	9. Contractor establishes punch list completion schedule																																						
	10. If Prior Occupancy is established, per General Conditions Part 6.08, the areas of prior occupancy are: _____ Prior Occupancy Date(s): _____																																						
	11. A/E* confirms receipt of approved: <table style="width:100%; margin-left: 20px;"> <tr> <td>a. Occupancy Permit</td><td><input type="checkbox"/></td> <td>j. Elevator Permit</td><td><input type="checkbox"/></td> </tr> <tr> <td>b. Fire Marshal</td><td><input type="checkbox"/></td> <td>k. Boiler Permit</td><td><input type="checkbox"/></td> </tr> <tr> <td>c. Electrical Inspection</td><td><input type="checkbox"/></td> <td>l. Dept of Health Permit</td><td><input type="checkbox"/></td> </tr> <tr> <td>d. O&M Manuals</td><td><input type="checkbox"/></td> <td>m. Dept of Ecology Permit</td><td><input type="checkbox"/></td> </tr> <tr> <td>e. Draft "As-Built" Drawings</td><td><input type="checkbox"/></td> <td>n. Staff Training</td><td><input type="checkbox"/></td> </tr> <tr> <td>f. Shop Drawings</td><td><input type="checkbox"/></td> <td>o. Keys and Key Schedule</td><td><input type="checkbox"/></td> </tr> <tr> <td>g. Test Reports</td><td><input type="checkbox"/></td> <td>p. Warranty Responsibility Contacts</td><td><input type="checkbox"/></td> </tr> <tr> <td>h. Spare Parts and Materials</td><td><input type="checkbox"/></td> <td>q. _____</td><td><input type="checkbox"/></td> </tr> <tr> <td>i. Certificates of Warranty</td><td><input type="checkbox"/></td> <td>r. _____</td><td><input type="checkbox"/></td> </tr> </table>	a. Occupancy Permit	<input type="checkbox"/>	j. Elevator Permit	<input type="checkbox"/>	b. Fire Marshal	<input type="checkbox"/>	k. Boiler Permit	<input type="checkbox"/>	c. Electrical Inspection	<input type="checkbox"/>	l. Dept of Health Permit	<input type="checkbox"/>	d. O&M Manuals	<input type="checkbox"/>	m. Dept of Ecology Permit	<input type="checkbox"/>	e. Draft "As-Built" Drawings	<input type="checkbox"/>	n. Staff Training	<input type="checkbox"/>	f. Shop Drawings	<input type="checkbox"/>	o. Keys and Key Schedule	<input type="checkbox"/>	g. Test Reports	<input type="checkbox"/>	p. Warranty Responsibility Contacts	<input type="checkbox"/>	h. Spare Parts and Materials	<input type="checkbox"/>	q. _____	<input type="checkbox"/>	i. Certificates of Warranty	<input type="checkbox"/>	r. _____	<input type="checkbox"/>		
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	12. Notice from the A/E that the work is substantially complete																																						
	13. The FPS PM and Owner determine the Substantial Completion date																																						
	14. Certificate of Substantial Completion issued and Warranty Period begins																																						

Notes: _____

* If no there is no A/E for the project, the E&AS PM will complete



DIVISION OF ENGINEERING & ARCHITECTURAL SERVICES
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT TITLE:
STATE PROJECT NUMBER:
CONTRACTOR:
A/E CONSULTANT:
OWNER/AGENCY:
DATE OF ISSUANCE:

DEFINITION OF SUBSTANTIAL COMPLETION

Part 6, paragraph 6.07, of the General Conditions of the Contract. "Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy the Work (or the designated portion thereof) for the use for which it is intended."

DESIGNATED PORTIONS OF THE PROJECT SHALL INCLUDE:

Work performed under this contract has been reviewed and to the best of our knowledge found to be substantially complete.

The Date of Substantial Completion for the work described above is hereby established as: _____

The Contractor will complete or correct the work on the list of items attached hereto within _____ calendar days.

RECOMMENDED BY:

 A/E CONSULTANT BY _____ Signature _____ DATE

RECOMMENDED BY:

 OWNER/AGENCY BY _____ Signature _____ DATE

APPROVED BY:

 FPS PROJECT MANAGER BY _____ Signature _____ DATE

ACKNOWLEDGED BY:

 CONTRACTOR BY _____ Signature _____ DATE

Items to be corrected:



Project Title:		Project/JOC/Work Order No.:		
Project Manager:		Client Agency:		
Contractor:		Architect/Engineer:		
Actions	Reference Info.	Verified		
		By (initials)	Date	
Final Completion Process				
1.	Contractor: Submit written notice that all incidental corrective work (punch list) is completed.	GC 6.09; per Spec.		
2.	Contractor: Confirms affidavit of wages paid, approved by LNI, for the contractor and all tiers of subcontractors that performed work on the project.	GC 5.04C		
3.	Contractor: All work done per contract			
	Print Name: _____ Signature: _____		Date: _____	
4.	A/E: In consultation with FPS PM and Owner, conduct a final on-site inspection of punch list to confirm completion.	GC 6.09; per Spec.		
5.	A/E: Confirms review and approval and acceptance of final "As-Built" Record Documents from contractor.	GC 4.02		
6.	A/E: Confirms all LEED documentation complete and submitted to US Green Building Council.			
7.	A/E: Verify all FAs and COPs resolved, approved, and all Change Orders processed.	GC 6.09		
8.	A/E: Verifies all post- commissioning fine-tuning is complete, and issues resolved.	GC 6.09; per Spec.		
9.	PM: Submit Commissioning Final Report (except seasonal testing).	GC 6.09; per Spec.		
10.	A/E Recommendation of Acceptance (All work acceptable per Contract)			
	Print Name: _____ Signature: _____		Date: _____	
11.	Client Agency Recommendation of Acceptance			
	Print Name: _____ Signature: _____		Date: _____	
12.	PM Determination of Date of Final Completion			Final Completion Date:
	Print Name: _____ Signature: _____			
Final Acceptance Process				
13.	PM: Verify any and all claims and/or disputes resolved.	GC 6.09		
14.	PM: Verify final contractor invoicing complete (100% & retainage as applicable*). *Retainage invoice cannot be paid until after LNI, DOR & ESD Reviews	GC 6.09; per Spec.		
15.	PM: Uses the LNI portal to verify all affidavits and certified payroll, including lower tier subcontractors, submitted to LNI.	GC 5.04 RCW 39.12.040		
16.	PM: Uses the LNI portal and approved affidavits to verify apprentice participation is ____%. Processes incentive payments for meeting the 15% apprentice goal. If the goal wasn't achieved, forwards the good faith effort to the APM or calculates the penalty to be \$_____.	GC 10.12; per Spec.		
17.	PM: Verify that audits are up to date through the Final Completion Date (except retainage) within DES Diversity Compliance program (B2Gnow) .			
18.	PROGRAM MANAGER OR APM Approves Closing the Contract			
	Print Name: _____ Signature: _____		Date: _____	
19.	PM: Issues the Notice of Completion (NOC) for projects above \$35,000 within LNI. For DOC and DSHS projects, Fiscal issues NOC. *Notifies CS that NOC has been issued			
20.	PM: Verify that all documents are retained as per DES policy.			
21.	CS: Closes the contract and advertises the Final Acceptance date . 45-day lien period begins. Notifies the PM, A/E, Client Agency, and Contractor that the contract has been accepted.			Final Acceptance Date:
	Print Name: _____			
22.	PM: Verifies that all B2Gnow audits are marked final and notifies CS to close the contract.			
23.	PM: Verifies that the contract in the DES Diversity Compliance program (B2Gnow) has been closed by the CS.			
45 Day Lien Period Expires & Notice of Completion has been accepted by LNI. (Steps 24-27 are completed after 45 Day Lien Period.)				
24.	PM: Verifies all agency releases are received (LNI, DOR, ESD) and sent to the CS.			
25.	PM: Verifies that the Client Agency has released the retainage for projects that don't have a retainage bond.			



26.	PM: Verifies with the CS that the Project Master in PTS is closed.		
27.	PM: Sends completed Final Acceptance Checklist to CS to be saved in the project file.		

Notes:

1. References provided are for information. Contractor shall refer to the Contract Documents to fulfill all contract requirements.
2. If there are consultants for the project, the FPS PM will reconcile and issue a consultant completion request.
3. If there are no consultants for the project, the FPS PM will mark "NA" for all A/E related line items.

Notes: