



City Council Meeting Schedule December 2018

December 4, 2018

Tuesday, 5:30 p.m.

WORKSHOP MEETING

1. Small Cell Facilities

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 11, 2018

Tuesday, 6:30 p.m.

WORKSHOP MEETING - Cancelled

December 18, 2018

Tuesday, 5:30 p.m.

WORKSHOP MEETING

1. Legislative Updates

Tuesday, 6:30 p.m.

REGULAR COUNCIL MEETING

December 25, 2018

Tuesday, 6:30 p.m.

WORKSHOP MEETING - Cancelled

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

Please be advised that all Kennewick City Council Meetings are Audio Taped

December 2018
Updated 11/21/18



CITY COUNCIL REGULAR MEETING AGENDA

**Tuesday, December 18, 2018 at 6:30 p.m.
City Hall Council Chambers | 210 W. 6th Ave**

1. CALL TO ORDER

Roll Call/Pledge of Allegiance/Welcome

HONORS & RECOGNITIONS

- Columbia Basin Veterans Coalition

2. APPROVAL OF AGENDA

3. CONSENT AGENDA

All matters listed within the Consent Agenda have been distributed to each member of the Kennewick City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion.

- a. Minutes of Regular Meeting of December 4, 2018.
- b. Motion to approve Claims Roster for the Toyota Center Operations and Box Office Accounts for October 2018.
- c. Motion to approve Payroll Roster for November 30, 2018.
- d. Motion to authorize the Mayor to sign a Right of Way Easement with Benton Public Utility District No. 1 (New Street Waste Facility.)
- e. Motion to cancel the regularly scheduled Council meeting of January 1, 2019.
- f. Motion to authorize the Mayor to sign Supplemental Agreement No. 1 with HDR Engineering, Inc., for P1606-18, Entiat to Canal Waterline Replacement.
- g. Motion to award Contract 18-042 Toyota Center Mechanical Room Addition to O'Brien Construction for \$3,148,065.24 plus a 10% contingency of \$314,807.00 for a total of \$3,462,872.24 and authorize the City Manager to sign the contract.
- h. Motion to award Contract P1606-18 (Entiat to Canal Waterline) to Tapani, Inc. in the amount of \$1,617,413.47, plus a 10% contingency amount of \$161,741.35, for a total amount of \$1,779,154.82.
- i. Motion to authorize the Mayor to sign the Local Agency Agreement and Federal Aid Prospectus for the Kennewick Ave Pavement Preservation Project.
- j. Motion to authorize the Mayor to sign the Project Funding Status Form and Agreement with the State of Washington Transportation Improvement Board for the W. 36th Ave Project.
- k. Motion to authorize the Mayor to sign Supplemental Agreement No. 1 with HDR Engineering, Inc., (P1810, 18th & Kellogg Reservoir Replacement)
- l. Motion to authorize the City Manager to sign service agreements with the Northwest HIDTA Director, Deputy Director, and Fiscal Officer as the Fiduciary for the Northwest HIDTA program.

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CITY COUNCIL REGULAR MEETING AGENDA

**Tuesday, December 18, 2018 at 6:30 p.m.
City Hall Council Chambers | 210 W. 6th Ave**

4. VISITORS

5. ORDINANCES/RESOLUTIONS

- a. (1) Ordinance 5792: Small Cell Deployment: Franchise and Small Cell Permits and amending Chapter 4.14 of the Kennewick Municipal Code.
(2) Ordinance 5793: Federally Required Review Periods and amending KMC 4.16.
(3) Ordinance 5794: Franchise for Use of the Right-of-Way and amending KMC 5.20.
(4) Ordinance 5795: Zone Districts and Standards and amending KMC 18.12.
- b. Ordinance 5797: Change of Zone 18-05, from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF), located at 1000 W. 4th Ave.
- c. Ordinance 5798: Change of Zone 18-06, from Industrial Light (IL) to Public Facility (PF), and one parcel of land 31.54 acres in size from Open Space (OS) to Public Facility (PF), located at the railroad right of way at the west and east of N. Edison St., and at 600 N. Arthur St.
- d. Ordinance 5799: Change of Zone 18-09, from Residential, Suburban (RS) and Residential, Low Density (RL) to Residential, Medium (RM) located at 1863, 1903, and 1917 W. 19th Ave.
- e. Resolution 18-23: LEOFF1 Water & Sewer Utility Tax Reallocation.

6. PUBLIC HEARINGS/MEETINGS

7. NEW BUSINESS

8. UNFINISHED BUSINESS

9. COUNCIL COMMENTS/DISCUSSION

10. ADJOURNMENT

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CITY OF KENNEWICK
CITY COUNCIL
Regular Meeting
December 4, 2018

1. CALL TO ORDER

Mayor Don Britain called the meeting to order at 6:30 p.m.

City Council and Staff Present:

Mayor Pro Tem Steve Lee	Christina Palmer	Trevor White
Bill McKay	Lisa Beaton	Randy Maynard
Paul Parish	Cary Roe	Emily Cross-Estes
John Trumbo	Terri Wright	Bruce Mills
Mayor Don Britain	Dan Legard	
Marie Mosley	Corey Osborn	
Greg McCormick	Vince Beasley	

Excused absences: Council members Matt Boehnke and Steve Young.

Commander Trevor White led the Pledge of Allegiance.

2. APPROVAL OF AGENDA

Mr. Parish moved, seconded by Mayor Pro Tem Lee to approve the Agenda as presented. The motion passed unanimously.

3. APPROVAL OF CONSENT AGENDA

- a. Minutes of Regular Meeting of November 20, 2018.
- b. (1) Motion to approve Claims Roster for November 21, 2018.
(2) Motion to approve Claims Roster for Columbia Park Golf Course Account for October 2018.
- c. Motion to approve Payroll Roster for November 15, 2018.
- d. Resolution 18-25: Artwork in Hildebrand Blvd & S. Zintel Way.
- e. Motion to authorize the City Manager to sign the GEMT Program Interagency Agreement with Washington State Health Care Authority.
- f. Motion to authorize the Mayor to execute the updated Local Agency Federal Aid Project Prospectus for US395/Ridgeline Drive Interchange project.
- g. Motion to award Contract P1607-18 (Street Waste Facilities Project), to Premier Excavation, Inc. in the amount of \$868,999.14, plus a 10% contingency amount of \$86,899.91, for a total amount of \$955,899.05.

Mr. Parish moved, seconded by Mayor Pro Tem Lee to approve the Consent Agenda as presented. The motion passed unanimously.

4. VISITORS

Ed Frost, 609 W. Albany Ave, Kennewick – Commented that the City of Kennewick should develop its own plan for the Columbia River re-conveyance project specific to the city's needs.

Jim Millbauer, 713 S. Young Pl, Kennewick – Urged Council to pass the budget and stated he is concerned about the health effects of the small cell facilities on the citizens.

Nick Bumpaous, 4114 W. 34th Ave, Kennewick – Urged Council to pass the budget.

5. ORDINANCE/RESOLUTIONS

- a. Ordinance 5796: Sidewalk Policy, amending KMC 5.56.360. Bruce Mills, Deputy Public Works Director reported.

ORDINANCE NO. 5796

AN ORDINANCE RELATING TO MAINTENANCE OF SIDEWALKS, DRIVEWAYS AND PROPERTY WITHIN PUBLIC RIGHT-OF-WAY AND AMENDING SECTION 5.56.360 OF THE KENNEWICK MUNICIPAL CODE

Mr. Parish moved, seconded by Mr. Trumbo to adopt Ordinance No. 5796. The motion passed unanimously.

- b. Ordinance 5791: 2019/2020 Biennial Budget. Marie Mosley, City Manager reported

ORDINANCE NO. 5791

AN ORDINANCE ADOPTING THE BIENNIAL BUDGET FOR THE YEARS 2019/2020

Concerns were expressed about the increasing salary cost in each biennial budget.

Mr. Parish moved, seconded by Mayor Pro Tem Lee to adopt Ordinance No. 5791. The motion passed unanimously.

6. PUBLIC HEARINGS/MEETINGS

- a. Resolution 18-24: Vacate a portion of easement located at 10715 Ridgeline Drive, 10751 Ridgeline Drive and 10799 Ridgeline Drive. Cary Roe, Public Works Director reported.

Public hearing was opened at 7:31 p.m.

Selma Jackson-Main, 725 W. Clearwater Ave, Kennewick – Expressed concern about the children crossing Edison from Kamiakin High School.

Public hearing was closed at 7:33 p.m.

RESOLUTION NO. 18-24

A RESOLUTION OF THE CITY OF KENNEWICK DECLARING SURPLUS A PORTION OF CERTAIN UTILITY EASEMENTS LOCATED AT 10715 RIDGELINE DRIVE, 10751 RIDGELINE DRIVE AND 10799 RIDGELINE DRIVE

Mr. Parish moved, seconded by Mr. McKay to adopt Resolution No. 18-24. The motion passed unanimously.

7. NEW BUSINESS - None
8. UNFINISHED BUSINESS - None
9. COUNCIL COMMENTS/DISCUSSION

Council members reported on their respective activities.

10. AJOURNMENT

Meeting was adjourned at 7:41 p.m.

Terri L. Wright, CMC
City Clerk

Council Agenda Coversheet



Agenda Item Number	3.b.	Council Date	12/18/2018
Agenda Item Type	General Business Item		
Subject	Toyota Center/Arena Accounts		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for October 2018.

Motion for Consideration

I move to approve the Claims Rosters for the Toyota Center Operations and Box Office Accounts for October 2018 in the amount of \$783,346.32, comprised of check numbers 20063-20145 in the amount of \$184,182.35 and electronic transfers in the amount of \$599,163.97.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$783,346.32.

Through

Denise Winters
Dec 06, 11:36:36 GMT-0800 2018

Dept Head Approval

Dan Legard
Dec 06, 12:30:08 GMT-0800 2018

City Mgr Approval

Marie Mosley
Dec 13, 19:16:56 GMT-0800 2018

Attachments: Roster

☐ Recording
Required?

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2018**

Num	Date	Name	Memo	Account	Paid Amount
20063	10/01/2018	Department of Licensing	TNA 4/26/12	1006.1 · Sterling Operating Account	
		WWE	Fee assessed for WWE 10/1/18	1298 · Cash Advances for Events	-12,662.26
					-12,662.26
20064	10/10/2018	Adamson, Janine	Learn to skate coaching Sept 2018	1006.1 · Sterling Operating Account	
LTSSept2018	09/22/2018		Learn to skate coaching Sept 2018	8065 · Contracted Labor	-60.00
					-60.00
20065	10/10/2018	Amerigas	0910002962	1006.1 · Sterling Operating Account	
3082857314	09/22/2018		Propane 256.2 gallons 9/21/18	8033 · Propane	-702.53
			Due from TRCC Propane 256.2 gallons 9/21/18	2215 · Due To (From) Convention Center	-175.63
					-878.16
20066	10/10/2018	Apollo Inc	PO2552 Repair water leak in Warehouse	1006.1 · Sterling Operating Account	
940017017	09/24/2018		PO2552 Repair water leak in Warehouse	8042 · Repairs & Maintenance-Equipment	-603.48
					-603.48
20067	10/10/2018	Bargreen Ellingson, Inc	PO2481-Ice Caddy	1006.1 · Sterling Operating Account	
008742611	09/28/2018		PO2481-Ice Caddy	8098.1 · Supplies & Equipment-F&B	-1,244.23
					-1,244.23
20068	10/10/2018	Baskin Robbins		1006.1 · Sterling Operating Account	
AmsVsPortland	09/28/2018		Third party sales AmsVsPortland	5300.7 · Sales-Third Party	-506.85
AmsVsEverett	09/29/2018		Third party sales AmsVsEverett	5300.7 · Sales-Third Party	-554.56
AmsVsMedHat	10/06/2018		Third Party Sales AmsVsMedHat	5300.7 · Sales-Third Party	-548.18
					-1,609.59
20069	10/10/2018	Berry, Timothy	Learn to skate coaching Sept2018	1006.1 · Sterling Operating Account	
LTSSept2018	09/30/2018		Learn to skate coaching Sept2018	8065 · Contracted Labor	-75.00
					-75.00
20070	10/10/2018	Bond, Craig	Learn to skate coaching September 2018	1006.1 · Sterling Operating Account	
LTSSept2018	09/30/2018		Learn to skate coaching September 2018	8065 · Contracted Labor	-390.00
					-390.00
20071	10/10/2018	Bond, Jennifer		1006.1 · Sterling Operating Account	
LTSSept2018	09/30/2018		Learn to skate coaching Sept2018	8065 · Contracted Labor	-380.00
LTSASept2018	09/30/2018		Learn to skate administration Sept2018	8065 · Contracted Labor	-1,000.00
					-1,380.00
20072	10/10/2018	Brashear Electric, Inc.		1006.1 · Sterling Operating Account	
31399	10/01/2018		Stage hook up for Brett Eldridge 9/20/18	5007 · Reimbursed Expenses	-673.32
31398	10/01/2018		Stage hook up for WWE 9/28/18	5007 · Reimbursed Expenses	-673.32
31407	10/03/2018		Replaced outlet lighting for WWE section N	8042 · Repairs & Maintenance-Equipment	-137.48
					-1,484.12
20073	10/10/2018	Cash and Carry		1006.1 · Sterling Operating Account	
058338	09/27/2018		Food Order 9/27/18	1400.1 · Inventory-Food	-40.86
016814	10/01/2018		Food Order 10/1/18	1400.1 · Inventory-Food	-38.30
					-79.16
20074	10/10/2018	Central Washington Refrigeration	PO2558 Vilter Manual Oil Pump	1006.1 · Sterling Operating Account	
37407	09/14/2018		PO2558 Vilter Manual Oil Pump	8098 · Supplies & Equipment	-457.26
					-457.26
20075	10/10/2018	Chapala Express Stand		1006.1 · Sterling Operating Account	
AmsVsPortland	09/28/2018		Third party sales AmsVsPortland	5300.7 · Sales-Third Party	-997.99
AmsVsEverett	09/29/2018		Third party sales AmsVsEverett	5300.7 · Sales-Third Party	-821.85
AmsVsMedHat	10/06/2018		Third Party Sales AmsVsMedHat	5300.7 · Sales-Third Party	-786.03
					-2,605.87

Toyota Center and Toyota Arena
Operations Claims Roster
October 2018

Num	Date	Name	Memo	Account	Paid Amount
20076	10/10/2018	Chiawana High School ASB		1006.1 · Sterling Operating Account	
AmsVsSpokane	09/22/2018		The Wurst Concession: (wrestling team) AmsVsSpokane 9/22/18	5300.7 · Sales-Third Party	-181.44
AmsVsPortland	09/28/2018		The Wurst Concession: (wrestling team) AmsVsPortland 9/28/18	5300.7 · Sales-Third Party	-99.28
AmsVsEverett	09/29/2018		The Wurst Concession: (wrestling team) AmsVsEverett 9/29/18	5300.7 · Sales-Third Party	-98.18
					<u>-378.90</u>
20077	10/10/2018	Chisholm's Saw & Supply, Inc.	PO2555 Blade Sharpening	1006.1 · Sterling Operating Account	
69609	10/01/2018		PO2555 Blade Sharpening	8042 · Repairs & Maintenance-Equipment	-180.62
					<u>-180.62</u>
20078	10/10/2018	C/Shred Columbia Industries	0935	1006.1 · Sterling Operating Account	
0072148	09/30/2018		Shred Service September 2018	8094 · Outside Services	-70.35
					<u>-70.35</u>
20079	10/10/2018	Cinnabon	Cinnabon Order 10/3/18	1006.1 · Sterling Operating Account	
34901	10/03/2018		Cinnabon Order 10/3/18	1400.1 · Inventory-Food	-144.00
					<u>-144.00</u>
20080	10/10/2018	Coca-Cola	Soda Order 10/3/18	1006.1 · Sterling Operating Account	
48936	10/03/2018		Soda Order 10/3/18	1400.1 · Inventory-Food	-3,657.00
					<u>-3,657.00</u>
20081	10/10/2018	Concessions Supply	Food Order 10/3/18	1006.1 · Sterling Operating Account	
79047	10/03/2018		Food Order 10/3/18	1400.1 · Inventory-Food	-320.32
					<u>-320.32</u>
20082	10/10/2018	Devfuzion	Phone Mount for Box Office	1006.1 · Sterling Operating Account	
9136	10/04/2018		Phone Mount for Box Office	8094 · Outside Services	-11.85
					<u>-11.85</u>
20083	10/10/2018	Dunkaroos		1006.1 · Sterling Operating Account	
AmsVsPortland	09/28/2018		Third party sales AmsVsPortland	5300.7 · Sales-Third Party	-317.94
AmsVsEverett	09/28/2018		Third party sales AmsVsEverett	5300.7 · Sales-Third Party	-407.21
WWE2018	10/01/2018		Third party sales WWE2018	5300.7 · Sales-Third Party	-505.50
AmsVsMedHat	10/06/2018		Third Party Sales AmsVsMedHat	5300.7 · Sales-Third Party	-393.44
					<u>-1,624.09</u>
20084	10/10/2018	Food Services of America		1006.1 · Sterling Operating Account	
7536489	10/03/2018		Food Order 10/3/18	1400.1 · Inventory-Food	-6,379.12
9260636	10/09/2018		Food Order 10/9/18	1400.1 · Inventory-Food	-126.16
					<u>-6,505.28</u>
20085	10/10/2018	Grace McNally	Learn to skate coaching Sept2018	1006.1 · Sterling Operating Account	
LTSept2018	09/30/2018		Learn to skate coaching Sept2018	8065 · Contracted Labor	-120.00
					<u>-120.00</u>
20086	10/10/2018	Great Floors Commercial Sales	PO2400 Kitchen Tile	1006.1 · Sterling Operating Account	
929647	09/26/2018		PO2400 Kitchen Tile	8026 · Capital Improvements	-1,028.12
					<u>-1,028.12</u>
20087	10/10/2018	KC Brand		1006.1 · Sterling Operating Account	
AmsVsPortland	09/28/2018		Third party sales AmsVsPortland	5300.7 · Sales-Third Party	-352.95
AmsVsEverett	09/29/2018		Third party sales AmsVsEverett	5300.7 · Sales-Third Party	-548.57
AmsVsMedHat	10/06/2018		Third Party Sales AmsVsMedHat	5300.7 · Sales-Third Party	-566.34
					<u>-1,467.86</u>
20088	10/10/2018	KNDOTV23/KNDUTV25		1006.1 · Sterling Operating Account	
136205-1	09/23/2018		PO2425 Advertising Tattoo Convention	8077 · Advertising-Toyota Arena	-1,024.25
2377-1	09/23/2018		PO2293 Broadway Series	1633.99 · Broadway Series - 2018-2019	-1,453.50
					<u>-2,477.75</u>

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2018**

Num	Date	Name	Memo	Account	Paid Amount
20089	10/10/2018	KVEW42 - KAPP35	PO2418 TV Ads (Broadway Series)	1006.1 · Sterling Operating Account	
TVAdsBroadway2018	09/30/2018		PO2418 TV Ads (Broadway Series)	1633.99 · Broadway Series - 2018-2019	-1,491.75
					-1,491.75
20090	10/10/2018	Lowe's Commercial Services		1006.1 · Sterling Operating Account	
25498	08/28/2018		PO2474 Materials for Wine Bar	8098 · Supplies & Equipment	-336.64
16239	08/29/2018		PO2474 Materials for Wine Bar	8098 · Supplies & Equipment	-16.46
916510	09/05/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-123.71
916818	09/07/2018		PO2474 Materials for Wine Bar	8098 · Supplies & Equipment	-24.09
16850	09/07/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-86.63
16823	09/07/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-27.82
16916	09/08/2018		PO2474 Materials for Wine Bar	8098 · Supplies & Equipment	-112.86
1633	09/10/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-24.59
16202	09/10/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-41.05
16399	09/11/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-6.15
25624	09/12/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-466.48
916666	09/13/2018		PO2474 Materials for Wine Bar	8098 · Supplies & Equipment	-87.75
16799	09/14/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-71.06
16892	09/14/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-80.51
16038	09/15/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-123.77
16499	09/18/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-7.97
16494	09/18/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-54.86
916864	09/18/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-10.69
916682	09/19/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-61.74
16185	09/22/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-13.58
16180	09/22/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-5.51
16959	09/27/2018		PO2485 Hardware and Lumber No-Li	8098 · Supplies & Equipment	-12.33
					-1,796.25
20091	10/10/2018	Plateau Press	PO2569 Labels for Wine Bottles-Brett Eldredge	1006.1 · Sterling Operating Account	
8179	09/21/2018		PO2569 Labels for Wine Bottles-Brett Eldredge	8103 · Advertising & Marketing	-91.22
					-91.22
20092	10/10/2018	Rapoza, Leah	Learn to skate coaching Sept2018	1006.1 · Sterling Operating Account	
LTSSept2018	09/30/2018		Learn to skate coaching Sept2018	8065 · Contracted Labor	-60.00
					-60.00
20093	10/10/2018	RFP Mfg.	PO2564 Plexi glass for center rink	1006.1 · Sterling Operating Account	
10009	09/28/2018		PO2564 Plexi glass for center rink	8104 · Ice-Related	-501.41
					-501.41
20094	10/10/2018	Spectrum Business	Service 9/26/18-10/25/18	1006.1 · Sterling Operating Account	
0883924092018	09/30/2018		Service 9/26/18-10/25/18	8034.3 · Internet	-1,714.98
			Service 9/26/18-10/25/18	8034.1 · Telephone	-885.61
					-2,600.59
20095	10/10/2018	Staples/Corp Express, Inc.		1006.1 · Sterling Operating Account	
3390586850	09/20/2018		PO2516 Office Supplies	8005 · Office Supplies	-157.23
			Due from TRCC PO2516 Office Supplies	2215 · Due To (From) Convention Center	-25.83
390586851	09/20/2018		PO2516 Office Supplies	8005 · Office Supplies	-9.71
3391495349	09/29/2018		PO2516 Office Supplies	8005 · Office Supplies	-304.07
					-496.84
20096	10/10/2018	Sunbelt Rentals		1006.1 · Sterling Operating Account	
82667650-0004	09/27/2018		Manlift Rental-Brett Eldredge 9/21/18	5007 · Reimbursed Expenses	-666.98
82667650-0003	09/27/2018		Forklift Gas/Propane for Brett Eldredge	5007 · Reimbursed Expenses	-700.91
					-1,367.89
20097	10/10/2018	Telemundo	PO2431 TVAds WWE2018	1006.1 · Sterling Operating Account	
79274-1	09/30/2018		PO2431 TVAds WWE2018	1633.19 · WWE 2018	-864.45
					-864.45
20098	10/10/2018	Terminello, Rachel	Learn to skate coaching Sept2018	1006.1 · Sterling Operating Account	
LTSSept2018	09/30/2018		Learn to skate coaching Sept2018	8065 · Contracted Labor	-30.00
					-30.00

**Toyota Center and Toyota Arena
Operations Claims Roster
October 2018**

Num	Date	Name	Memo	Account	Paid Amount
20099	10/10/2018	The UPS Store		1006.1 · Sterling Operating Account	
92518K	09/18/2018		PO2526 Posters/Flyers-Finding Neverland	1633.12 · Finding Neverland - BWay	-203.63
91218K	09/18/2018		PO2428 Design fee-WWE	1633.19 · WWE 2018	-50.00
91418K	09/18/2018		PO2433 Toyota Annual Report	8103 · Advertising & Marketing	-89.92
101018	10/10/2018		PO2527 Window Clings (Ron White)	8103 · Advertising & Marketing	-267.16
					<u>-610.71</u>
20100	10/10/2018	Thomas Hammer	Coffee Order 9/25/18	1006.1 · Sterling Operating Account	
IN017679	09/25/2018		Coffee Order 9/25/18	1400.1 · Inventory-Food	-248.50
					<u>-248.50</u>
20101	10/10/2018	Townsquare Media-Tri Cities		1006.1 · Sterling Operating Account	
671374-2	09/30/2018		PO2420 Radio Ads Oak Ridge Boys	1633.1 · Event Advertising	-79.90
636529-1	09/30/2018		PO2326 Radio Ads WWE	1633.19 · WWE 2018	-850.00
					<u>-929.90</u>
20102	10/10/2018	Tri-City Herald		1006.1 · Sterling Operating Account	
Sept2018Ads	09/30/2018		PO2324 WinePress NW (full page)	1633.99 · Broadway Series - 2018-2019	-1,200.00
WWEAds2018	09/30/2018		PO2330 WWE Online (Gravity Ads)	1633.19 · WWE 2018	-325.00
Neverland2018 Ads	09/30/2018		PO2525 Neverland2018 Print/Digital ads	1633.12 · Finding Neverland - BWay	-870.00
					<u>-2,395.00</u>
20103	10/10/2018	Tu Decides	PO2327 Online Ads WWE2018	1006.1 · Sterling Operating Account	
2018ci-191	09/30/2018		PO2327 Online Ads WWE2018	1633.19 · WWE 2018	-700.00
					<u>-700.00</u>
20104	10/10/2018	Vistar Corporation	Food Order 10/3/18	1006.1 · Sterling Operating Account	
53012372	10/03/2018		Food Order 10/3/18	1400.1 · Inventory-Food	-688.42
					<u>-688.42</u>
20105	10/10/2018	Waste Management of Kennewick	360-0005326-1819-6	1006.1 · Sterling Operating Account	
2274774-1819-7	10/01/2018		Garbarge Service 9/1/18-9/30/18	8036.1 · Garbage Service	-143.68
					<u>-143.68</u>
20106	10/10/2018	White Bluffs Brewing, LLC	Beer Order 10/3/18	1006.1 · Sterling Operating Account	
2391	10/03/2018		Beer Order 10/3/18	1400.2 · Inventory-Beer	-310.00
					<u>-310.00</u>
20107	10/18/2018	American Medical Response	ALS Dedicated Standby-WWE	1006.1 · Sterling Operating Account	
223152	10/17/2018		ALS Dedicated Standby- 10/1/18 WWE	5007 · Reimbursed Expenses	-525.00
					<u>-525.00</u>
20108	10/18/2018	Amerigas	0910002962	1006.1 · Sterling Operating Account	
3083604321	10/06/2018		Propane 179.9 gallons 10/12/18	8033 · Propane	-519.65
			Due from TRCC Propane 179.9 gallons 10/12/18	2215 · Due To (From) Convention Center	-129.91
					<u>-649.56</u>
20109	10/18/2018	Apollo Sheet Metal, Inc.	PO2511 Countertop No-Li	1006.1 · Sterling Operating Account	
31718	09/28/2018		PO2511 Countertop No-Li	8098 · Supplies & Equipment	-543.00
					<u>-543.00</u>
20110	10/18/2018	Baskin Robbins		1006.1 · Sterling Operating Account	
AmsVsEdmonton	10/09/2018		Third Party Sales AmsVsEdmonton	5300.7 · Sales-Third Party	-437.87
AmsVsKelowna	10/12/2018		Third Party Sales 10/12/18	5300.7 · Sales-Third Party	-569.75
AmsVsSeattle	10/19/2018		Third Party Sales AmsVsSeattle 10/19/18	5300.7 · Sales-Third Party	-620.80
					<u>-1,628.42</u>
20111	10/18/2018	Benton PUD		1006.1 · Sterling Operating Account	
SmGenSrv-Sign	10/10/2018		Small General Srv-Sign 9/7/18-10/7/18	8036.3 · Electricity	-369.45
LgGenSrv9/6-10/9/18	10/10/2018		LargeGenService 9/6/18-10/6/18	8036.3 · Electricity	-22,140.63
SmGenSvcLights	10/10/2018		Small Gen Service Lights 9/7/18-10/7/18	8036.3 · Electricity	-116.84
					<u>-22,626.92</u>

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Num	Date	Name	Memo	Account	Paid Amount
20112	10/18/2018	Builders' Hardware & Supply Co.	PO2571 Tumbler for Pizza and Pints	1006.1 · Sterling Operating Account	
S3665516.001	10/11/2018		PO2571 Tumbler for Pizza and Pints	8098.1 · Supplies & Equipment-F&B	-17.38
					-17.38
20113	10/18/2018	Canon Solutions America (Oce)	BHA806	1006.1 · Sterling Operating Account	
027284057	10/09/2018		Copier Maintenance 6041033-SHPIM3511	8007 · Printing & Copiers	-27.98
					-27.98
20114	10/18/2018	Cascade Natural Gas - COL	srv 9/11-10/10/18	1006.1 · Sterling Operating Account	
srv 9/11-10/10/18	10/11/2018		srv 9/11-10/10/18	8036.2 · Natural Gas	-1,382.20
					-1,382.20
20115	10/18/2018	Cascade Natural Gas - ICE	srv 9/11-10/10/18	1006.1 · Sterling Operating Account	
srv 9/11-10/10/18	10/11/2018		srv 9/11-10/10/18	8036.2 · Natural Gas	-603.70
					-603.70
20116	10/18/2018	Cash and Carry		1006.1 · Sterling Operating Account	
036619	10/11/2018		Food Order 10/11/18	1400.1 · Inventory-Food	-136.89
038318	10/23/2018		Food Order 10/23/18	1400.1 · Inventory-Food	-75.77
					-212.66
20117	10/18/2018	Chapala Express Stand		1006.1 · Sterling Operating Account	
AmsVsEdmonton	10/09/2018		Third Party Sales AmsVsEdmonton	5300.7 · Sales-Third Party	-668.74
AmsVsKelowna	10/12/2018		Third Party Sales 10/12/18	5300.7 · Sales-Third Party	-1,002.45
AmsVsSeattle	10/19/2018		Third Party Sales AmsVsSeattle 10/19/18	5300.7 · Sales-Third Party	-970.98
					-2,642.17
20118	10/18/2018	Chiawana High School ASB		1006.1 · Sterling Operating Account	
AmsVsMedicineHot	10/06/2018		The Wurst Concession: (wrestling team) AmsVsMedicineHot 10/06/18	5300.7 · Sales-Third Party	-97.46
AmsVsEdmonton	10/09/2018		The Wurst Concession: (wrestling team) AmsVsEdmonton 10/09/18	5300.7 · Sales-Third Party	-86.02
AmsVsKelowna	10/12/2018		The Wurst Concession: (wrestling team) AmsVsKelowna 10/12/18	5300.7 · Sales-Third Party	-133.04
AmsVsSeattle	10/19/2018		The Wurst Concession: (wrestling team) AmsVsSeattle 10/19/18	5300.7 · Sales-Third Party	-177.85
					-494.37
20119	10/18/2018	City of Kennewick-Grounds Maintenance	Grounds Maintenance 3rd Qtr 2018	1006.1 · Sterling Operating Account	
013692	10/08/2018		Grounds Maintenance 3rd Qtr 2018	8044 · Repairs & Maintenance-Grounds	-3,910.81
					-3,910.81
20120	10/18/2018	City of Kennewick-MISC	KPD Off Duty Security-September 2018	1006.1 · Sterling Operating Account	
013693	10/08/2018		KPD Off Duty Security-September 2018	8065 · Contracted Labor	-946.00
					-946.00
20121	10/18/2018	Coca-Cola	Soda Order 10/17/18	1006.1 · Sterling Operating Account	
49587	10/17/2018		Soda Order 10/17/18	1400.1 · Inventory-Food	-274.50
					-274.50
20122	10/18/2018	Columbia Safety LLC		1006.1 · Sterling Operating Account	
2018-140	10/05/2018		EMT Service for September 2018 Hockey games	8065 · Contracted Labor	-2,266.00
2018-141	10/23/2018		EMT Service for WWE	8065 · Contracted Labor	-462.00
			EMT Service for October 2018 Hockey games	8065 · Contracted Labor	-638.00
					-3,366.00
20123	10/18/2018	Culligan	230326	1006.1 · Sterling Operating Account	
91817	10/18/2018		Cold Cooler service 10/18-11/18	8098 · Supplies & Equipment	-111.86
					-111.86
20124	10/18/2018	Dept of L & I - Boiler	Inspection/Certification Fee 10/4/18-03/31/2020	1006.1 · Sterling Operating Account	
304530	10/15/2018		Inspection/Certification Fee 10/4/18-03/31/2020	8012 · Licenses & Permits	-60.80
					-60.80

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Num	Date	Name	Memo	Account	Paid Amount
20125	10/18/2018	Dunkaroos		1006.1 · Sterling Operating Account	
AmsVsEdmonton	10/09/2018		Third Party Sales 10/9/18	5300.7 · Sales-Third Party	-233.17
AmsVsKelowna	10/12/2018		Third Party Sales 10/12/18	5300.7 · Sales-Third Party	-425.41
AmsVsSeattle	10/19/2018		Third Party Sales AmsVsSeattle 10/19/18	5300.7 · Sales-Third Party	-381.22
					<u>-1,039.80</u>
20126	10/18/2018	Filta	PO2577 Fryer Srvce	1006.1 · Sterling Operating Account	
448-003047	10/15/2018		PO2577 Fryer Srvce	8094FB · Outside Services - Food & Bev	-65.16
					<u>-65.16</u>
20127	10/18/2018	Food Services of America		1006.1 · Sterling Operating Account	
9254460	10/03/2018		Food Order 10/3/18	1400.1 · Inventory-Food	-6,137.85
9260099	10/08/2018		PO2557 Garbage Bags	1400.1 · Inventory-Food	-155.67
9263367	10/11/2018		Food Order 10/11/18	1400.1 · Inventory-Food	-2,159.03
9269665	10/17/2018		Food Order 10/17/18	1400.1 · Inventory-Food	-2,469.87
					<u>-10,922.42</u>
20128	10/18/2018	Full Compass Systems, Ltd.	PO2565 Gaff Tape	1006.1 · Sterling Operating Account	
INC00759939	10/11/2018		PO2565 Gaff Tape	8098 · Supplies & Equipment	-517.33
					<u>-517.33</u>
20129	10/18/2018	KC Brand		1006.1 · Sterling Operating Account	
AmsVsEdmonton	10/09/2018		Third Party Sales AmsVsEdmonton	5300.7 · Sales-Third Party	-306.86
AmsVsKelowna	10/12/2018		Third Party Sales 10/12/18	5300.7 · Sales-Third Party	-525.14
AmsVsSeattle	10/19/2018		Third Party Sales AmsVsSeattle 10/19/18	5300.7 · Sales-Third Party	-515.52
					<u>-1,347.52</u>
20130	10/18/2018	Kids' Directory	1/2 page ad on contract	1006.1 · Sterling Operating Account	
5042	10/20/2018		1/2 page ad on contract	8077 · Advertising-Toyota Arena	-410.00
					<u>-410.00</u>
20131	10/18/2018	KNDOTV23/KNDUTV25	PO2329 TVAds WWE2018	1006.1 · Sterling Operating Account	
134660-1	09/30/2018		PO2329 TVAds WWE2018	1633.19 · WWE 2018	-888.25
					<u>-888.25</u>
20132	10/18/2018	KVEW42 - KAPP35	PO2521 Tv Ads Finding Neverland 2018	1006.1 · Sterling Operating Account	
203319-2	10/14/2018		PO2521 Tv Ads Finding Neverland 2018	1633.12 · Finding Neverland - BWay	-1,628.60
					<u>-1,628.60</u>
20133	10/18/2018	Lowe's Commercial Services	PO2599 Sink Drain/Pipe	1006.1 · Sterling Operating Account	
16133	10/18/2018		PO2599 Sink Drain/Pipe	8098 · Supplies & Equipment	-20.08
					<u>-20.08</u>
20134	10/18/2018	Mid Columbia Hockey Officials Association	Adult hockey officials September 2018	1006.1 · Sterling Operating Account	
18-020	10/07/2018		Adult hockey officials September 2018	8094 · Outside Services	-2,268.00
					<u>-2,268.00</u>
20135	10/18/2018	Ranch and Home	PO2572 Bird Net	1006.1 · Sterling Operating Account	
I150104362	10/04/2018		PO2572 Bird Net	8098 · Supplies & Equipment	-50.78
					<u>-50.78</u>
20136	10/18/2018	Spectrum Business	service 10/26/18-11/25/18	1006.1 · Sterling Operating Account	
0883924102018	10/20/2018		service 10/26/18-11/25/18	8034.3 · Internet	-1,714.98
			service 10/26/18-11/25/18	8034.1 · Telephone	-886.99
					<u>-2,601.97</u>
20137	10/18/2018	Spectrum Reach	PO2331 TV Ads for WWE	1006.1 · Sterling Operating Account	
INV-90266654	09/30/2018		PO2331 TV Ads for WWE	1633.19 · WWE 2018	-1,421.20
					<u>-1,421.20</u>

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Num	Date	Name	Memo	Account	Paid Amount
20138	10/18/2018	Staples/Corp Express, Inc.	PO2550 Office Supplies	1006.1 · Sterling Operating Account	
91495350	09/29/2018		PO2550 Office Supplies	8005 · Office Supplies	-88.90
			Due from TRCC PO2550 Office Supplies	2215 · Due To (From) Convention Center	-32.94
					-121.84
20139	10/18/2018	Sunbelt Rentals		1006.1 · Sterling Operating Account	
82946760-0001	10/03/2018		Manlift Rental for WWE	5007 · Reimbursed Expenses	-1,017.31
83423024-0001	10/11/2018		Manlift Rental for Marquee Sign 10/11/18	5007 · Reimbursed Expenses	-455.79
					-1,473.10
20140	10/18/2018	Telemundo	PO2431 TvAds WWE2018	1006.1 · Sterling Operating Account	
79274-2	10/07/2018		PO2431 TvAds WWE2018	1633.19 · WWE 2018	-25.50
					-25.50
20141	10/18/2018	Ticketmaster.	PO2419 DigitalAds WWE2018	1006.1 · Sterling Operating Account	
10048477	09/30/2018		PO2419 DigitalAds WWE2018	1633.19 · WWE 2018	-1,147.97
					-1,147.97
20142	10/18/2018	Tri City Americans		1006.1 · Sterling Operating Account	
Red Lion 9/6-9/8/18	09/08/2018	!:ETC - Red Lion Tourney	Red Lion Tourney 9/6 - 9/8/17	3601 · Uneamed Revenue-Ticket Sales	-4,514.01
		!:ETC - Red Lion Tourney	FF, Red Lion Tourney 9/6 - 9/8/17	5002 · Facility Fees	-10.93
		!:ETC - Red Lion Tourney	Concession Share, Red Lion Tourney 9/6 - 9/8/17	8069.1 · Concessions Share - Team	-1,149.94
11109142018b	09/14/2018		Food and Beverage Sponsorship	5013.1 · Signage/Sponsorship-Team Share	-6,875.00
9/15 Ams Preseason	09/15/2018	!:ETC - Tri-City Americans Games	Ams Preseason 9/15/18	3601 · Uneamed Revenue-Ticket Sales	-1,668.91
		!:ETC - Tri-City Americans Games	Conc Share, Ams Preseason 9/15/18	8069.1 · Concessions Share - Team	-361.66
9/22 Ams vs Spokane	09/22/2018	!:ETC - Tri-City Americans Games	Ams vs Spokane 9/22/18	3601 · Uneamed Revenue-Ticket Sales	-13,327.93
		!:ETC - Tri-City Americans Games	Suite Share, Ams vs Spokane 9/22/18	5004.10 · Team Share-Suite Revenue	-1,131.16
		!:ETC - Tri-City Americans Games	Conc Share, Ams vs Spokane 9/22/18	8069.1 · Concessions Share - Team	-2,132.15
9/28 Ams v Portland	09/28/2018	!:ETC - Tri-City Americans Games	Ams vs Portland 9/28/18	3601 · Uneamed Revenue-Ticket Sales	-2,214.10
		!:ETC - Tri-City Americans Games	Suite Share, Ams vs Portland 9/28/18	5004.10 · Team Share-Suite Revenue	-545.32
		!:ETC - Tri-City Americans Games	Conc Share, Ams vs Portland 9/28/18	8069.1 · Concessions Share - Team	-553.04
9/29 Ams vs Everett	09/29/2018	!:ETC - Tri-City Americans Games	Ams vs Everett 9/29/18	3601 · Uneamed Revenue-Ticket Sales	-3,968.79
		!:ETC - Tri-City Americans Games	Suite Share, Ams vs Everett 9/29/18	5004.10 · Team Share-Suite Revenue	-733.42
		!:ETC - Tri-City Americans Games	Conc Share, Ams vs Everett 9/29/18	8069.1 · Concessions Share - Team	-847.61
111100118	10/01/2018		Toyota Naming Rights Sponsorship Agreement	5012.10 · Naming Rights-Team Share	-8,333.33
10/6 Ams v Med Hat	10/06/2018	!:ETC - Tri-City Americans Games	Ams vs Med Hat 10/6/18	3601 · Uneamed Revenue-Ticket Sales	-4,604.25
		!:ETC - Tri-City Americans Games	Suite Share, Ams vs Med Hat 10/6/18	5004.10 · Team Share-Suite Revenue	-787.56
		!:ETC - Tri-City Americans Games	Conc Share, Ams vs Med Hat 10/6/18	8069.1 · Concessions Share - Team	-1,032.82
10/9 Ams v Edmonton	10/09/2018	!:ETC - Tri-City Americans Games	Ams vs Edmonton 10/9/18	3601 · Uneamed Revenue-Ticket Sales	-142.72
		!:ETC - Tri-City Americans Games	Suite Share, Ams vs Edmonton 10/9/18	5004.10 · Team Share-Suite Revenue	-57.02
		!:ETC - Tri-City Americans Games	Conc Share, Ams vs Edmonton 10/9/18	8069.1 · Concessions Share - Team	-38.26
10/12 Ams v Kelowna	10/12/2018	!:ETC - Tri-City Americans Games	Ams vs Kelowna 10/12/18	3601 · Uneamed Revenue-Ticket Sales	-3,522.09
		!:ETC - Tri-City Americans Games	Suite Share, Ams vs Kelowna 10/12/18	5004.10 · Team Share-Suite Revenue	-693.32
		!:ETC - Tri-City Americans Games	Conc Share, Ams vs Kelowna 10/12/18	8069.1 · Concessions Share - Team	-983.09
					-60,228.43
20143	10/18/2018	WCP Solutions		1006.1 · Sterling Operating Account	
10886801	10/10/2018		PO2566 Ops Janitorial Supplies	8095 · Janitorial Supplies	-92.85
10886802	10/10/2018		PO2566 Ops Janitorial Supplies	8095 · Janitorial Supplies	-103.60
10886800	10/10/2018		PO2566 Ops Janitorial Supplies	8095 · Janitorial Supplies	-373.33
10890923	10/10/2018		PO2566 Ops Janitorial Supplies	8095 · Janitorial Supplies	-0.43
10886803	10/10/2018		PO2566 Ops Janitorial Supplies	8095 · Janitorial Supplies	-39.31
					-609.52
20144	10/18/2018	Weaver Exterminating Service, Inc.		1006.1 · Sterling Operating Account	
573719	10/01/2018		Extermination Services-October 2018	8094 · Outside Services	-124.89
573723	10/01/2018		Extermination ServicesTAOctober 2018	8094 · Outside Services	-249.78
					-374.67
20145	10/18/2018	White Bluffs Brewing, LLC	Beer Order 10/17/18	1006.1 · Sterling Operating Account	
2455	10/17/2018		Beer Order 10/17/18	1400.2 · Inventory-Beer	-155.00
					-155.00
ONLINE	10/01/2018	Sterling Savings Change	Cash Advance for WWE	1006.1 · Sterling Operating Account	
			Cash Advance for WWE	1121 · Vault Cash-F&B	-3,000.00
					-3,000.00

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Num	Date	Name	Memo	Account	Paid Amount
WIRE	10/02/2018	World Wrestling Entertainment	Event settlement WWE 10/1/18	1006.1 · Sterling Operating Account	
WWE 10/1/18	10/01/2018	WWE	Ticket sales, WWE 10/1/18	3601 · Unearned Revenue-Ticket Sales	-91,258.82
					<u>-91,258.82</u>
EFT	10/03/2018	Columbia Distributing	Beer Order 10/3/18	1006.1 · Sterling Operating Account	
			Beer Order 10/3/18	1400.2 · Inventory-Beer	-214.56
					<u>-214.56</u>
EFT	10/03/2018	Columbia Distributing	Beer Order 10/3/18	1006.1 · Sterling Operating Account	
			Beer Order 10/3/18	1400.2 · Inventory-Beer	-72.00
					<u>-72.00</u>
EFT	10/03/2018	King Beverage Inc.	Beer Order 10/3/18	1006.1 · Sterling Operating Account	
			Beer Order 10/3/18	1400.2 · Inventory-Beer	-1,387.26
					<u>-1,387.26</u>
EFT	10/04/2018	Southern Wine & Spirits of Washington	Liquor Order 10/4/18 invoice 2958195	1006.1 · Sterling Operating Account	
			Liquor Order 10/4/18 invoice 2958195	1400.3 · Inventory-Liquor	-1,551.34
					<u>-1,551.34</u>
EFT	10/04/2018	The Odom Corporation	Beer Order 10/4/18 invoice 11127007	1006.1 · Sterling Operating Account	
			Beer Order 10/4/18 invoice 11127007	1400.2 · Inventory-Beer	-43.55
					<u>-43.55</u>
EFT	10/04/2018	The Odom Corporation	Liquor Order 10/4/18	1006.1 · Sterling Operating Account	
			Liquor Order 10/4/18	1400.2 · Inventory-Beer	-117.68
					<u>-117.68</u>
EFT	10/05/2018	King Beverage Inc.	Beer Order 10/5/18	1006.1 · Sterling Operating Account	
			Beer Order 10/5/18	1400.2 · Inventory-Beer	-336.00
					<u>-336.00</u>
ONLINE	10/09/2018	Sterling Savings Change	Change Order for Vault 10/9/18	1006.1 · Sterling Operating Account	
			Change Order for Vault 10/9/18	1121 · Vault Cash-F&B	-3,500.00
					<u>-3,500.00</u>
EFT	10/11/2018	King Beverage Inc.	Beer Order 10/11/18 invoice 1966364	1006.1 · Sterling Operating Account	
			Beer Order 10/11/18 invoice 1966364	1400.2 · Inventory-Beer	-251.27
					<u>-251.27</u>
WIRE	10/12/2018	Live Nation	Settlement Brett Eldredge 9/21/18	1006.1 · Sterling Operating Account	
Eldredge 9/21/18	09/21/2018		Brett Eldredge 9/21/18	3601 · Unearned Revenue-Ticket Sales	-51,483.82
			Per ticket rebate to LN, Brett Eldredge 9/21/18	5001.9 · Settlement Costs	-5,083.36
			Merch share to show, Brett Eldredge 9/21/18	5001.9 · Settlement Costs	-1,258.96
			Concession share to show, Brett Eldredge 9/21/18	5001.9 · Settlement Costs	-9,475.97
			Fac Fee share to show, Brett Eldredge 9/21/18	5001.9 · Settlement Costs	-2,922.56
					<u>-70,224.67</u>
EFT	10/17/2018	King Beverage Inc.	Beer Order 10/17/18	1006.1 · Sterling Operating Account	
			Beer Order 10/17/18	1400.2 · Inventory-Beer	-641.51
					<u>-641.51</u>
EFT	10/17/2018	The Odom Corporation	Beer Order 10/17/18	1006.1 · Sterling Operating Account	
			Beer Order 10/17/18	1400.2 · Inventory-Beer	-396.00
					<u>-396.00</u>
ONLINE	10/25/2018	Department of Revenue	Excise Tax Return Aug 2018	1006.1 · Sterling Operating Account	
			B&O Tax Payable July 2018	2206 · B&O Tax Payable	-1,612.28
		Department of Revenue	Sales Tax Payable Aug 2018	2201 · *Sales Tax Payable	-12,632.65
					<u>-14,244.93</u>

**Toyota Center and Toyota Arena
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Num	Date	Name	Memo	Account	Paid Amount
AUTO	10/31/2018	USAePay	CC processing setup for TOYO - Oct 2018	1006.1 - Sterling Operating Account	
			CC processing setup for Arena - Oct 2018	8109 - Credit Card Fees	-12.50
			CC processing setup for Arena - Oct 2018	8109 - Credit Card Fees	-12.50
					<u>-25.00</u>
EFT	10/31/2018	Fintech.net	Transactionals 10/1/18-10/31/18	1006.1 - Sterling Operating Account	
			Transactionals 10/1/18-10/31/18	8111FB - Banking Fees - Food & Bev	-20.20
					<u>-20.20</u>
AUTO	10/31/2018	American Payment Solutions	Credit card processing Oct 2018	1006.1 - Sterling Operating Account	
			Credit card processing Oct 2018	8109 - Credit Card Fees	-855.74
					<u>-855.74</u>
AUTO	10/31/2018	Ignite Payment Systems	Card processing fees - TOYO Oct 2018	1006.1 - Sterling Operating Account	
			Card processing fees - TOYO Oct 2018	8109 - Credit Card Fees	-1,666.60
			Card processing fees - ARENA Oct 2018	8109 - Credit Card Fees	-3.50
			Chargeback - TOYO Oct 2018	5300.1 - Sales-Food	-9.00
					<u>-1,679.10</u>
TRANSFER	10/31/2018	Three Rivers Convention Center1	Payroll transfer PPE 5/1/18- 5/31/18	1006.1 - Sterling Operating Account	
			Payroll transfer PPE 5/1/18-5/31/18	2215 - Due To (From) Convention Center	-125,126.53
					<u>-125,126.53</u>
TRANSFER	10/31/2018	Three Rivers Convention Center1	Payroll transfer PPE 6/1/18-6/30/18	1006.1 - Sterling Operating Account	
			Payroll transfer PPE 6/1/18-6/31/18	2215 - Due To (From) Convention Center	-98,973.51
					<u>-98,973.51</u>
TRANSFER	10/31/2018	Three Rivers Convention Center1	Payroll transfer PPE 7/1/18-7/31/18	1006.1 - Sterling Operating Account	
			Payroll transfer PPE 7/1/18-7/31/18	2215 - Due To (From) Convention Center	-85,785.20
					<u>-85,785.20</u>
TRANSFER	10/31/2018	Three Rivers Convention Center1	Payroll transfer PPE 8/1/18-8/31/18	1006.1 - Sterling Operating Account	
			Payroll transfer PPE 8/1/18-8/31/18	2215 - Due To (From) Convention Center	-97,882.02
					<u>-97,882.02</u>
Total Paid					\$781,769.24

I, Dan Legard, Finance Director, do hereby certify that the merchandise or services hereinbefore specified have been received, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the vouchers listed above are approved for payment this day.



Dan Legard, Finance Director

The payments on this claims roster are comprised of the following:

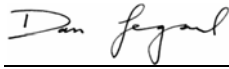
Check numbers 20063-20145	\$ 184,182.35
Electronic transfers	597,586.89
	<u>597,586.89</u>
Total	\$ 781,769.24

Exceptions:

Toyota Center and Toyota Arena
Box Office Claims Roster
October 2018

Num	Date	Name	Memo	Account	Paid Amount
ONLINE	10/23/2018	Sterling Savings Change	Change Order for Box Office 10/23/18	1006.3 - Sterling Box Office Account	
			Change Order for Box Office 10/23/18	1130 - Vault Cash-Box Office	-1,500.00
					-1,500.00
AUTO	10/31/2018	American Express	AMEX fees	1006.3 - Sterling Box Office Account	
			Express Collection	8109 - Credit Card Fees	-7.95
			AMEX discount	8109 - Credit Card Fees	-69.13
					-77.08
			Total Paid		

I, Dan Legard, Finance Director, do hereby certify that the merchandise or services hereinbefore specified have been received, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation and that the vouchers listed above are approved for payment this day.



Dan Legard, Finance Director

The payments on this claims roster are comprised of the following:

Electronic transfers	\$ 1,577.08
Total	<u>\$ 1,577.08</u>

Exceptions:

Council Agenda Coversheet



Agenda Item Number	3.c.	Council Date	12/18/2018
Agenda Item Type	General Business Item		
Subject	Payroll Roster (PPE 11/30/2018)		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That council approve the payroll roster.

Motion for Consideration

I move to approve the payroll roster in the amount of \$2,825,217.88 for the period ended 11/30/2018, comprised of check numbers 72944 through 73145 and direct deposit numbers 165300 through 165712.

Summary

None.

Alternatives

None.

Fiscal Impact

Total \$2,825,217.88.

Through

Phil Bleazard
Dec 05, 08:25:42 GMT-0800 2018

Dept Head Approval

Dan Legard
Dec 05, 10:30:05 GMT-0800 2018

City Mgr Approval

Marie Mosley
Dec 13, 19:05:10 GMT-0800 2018

Attachments: Roster

☐ Recording
Required?

December 18, 2018

All Departments:

November 30, 2018

ADMINISTRATIVE TEAM	2,309.79
CITY COUNCIL	4,038.00
CITY MANAGER	19,955.07
CIVIL SERVICE	2,001.00
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT	43,988.34
EMPLOYEE & COMMUNITY RELATIONS	47,343.20
ENGINEERING	57,824.69
FACILITIES & GROUNDS	77,362.95
FINANCE	45,068.37
FIRE	443,101.25
LEGAL SERVICES	22,297.66
MANAGEMENT SERVICES	71,843.67
POLICE	959,725.62
Subtotal General Fund	1,796,859.61
STREETS	15,706.65
TRAFFIC	28,367.86
Subtotal Street Fund	44,074.51
BI-PIN	10,319.82
BUILDING SAFETY	37,008.23
COMMUNITY DEVELOPMENT	3,924.90
CRIMINAL JUSTICE	142,569.42
EQUIPMENT RENTAL	11,729.12
MEDICAL SERVICES	277,920.37
RISK MANAGEMENT	3,273.90
STORMWATER UTILITY	17,182.71
WATER & SEWER	133,271.37
Subtotal Other Funds	637,199.84
Total Salaries and Wages	2,478,133.96
<u>Benefits:</u>	
Industrial Insurance	24,838.29
Medical Retirement Account	3,000.00
Retirement	187,785.97
Social Security (FICA)	131,459.66
Total Benefits	347,083.92
Grand Total	<u>\$2,825,217.88</u>

I, Dan Legard, Finance Director, at the direction of the Council, do hereby certify that the Payroll hereinabove specified is approved for payment in the amount of \$2,825,217.88 comprised of check numbers 72944 through 73145 and direct deposit numbers 165300 through 165712.

Approved for payment:



Dan Legard, Finance Director

Council Agenda Coversheet



Agenda Item Number	3.d.	Council Date	12/18/2018
Agenda Item Type	Contract/Agreement/Lease		
Subject	Benton PUD Easement for Street Waste Facility		
Ordinance/Reso #		Contract #	
Project #	P1607-18	Permit #	
Department	Public Works		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that Council authorize the Mayor to sign a Right of Way Easement with Benton Public Utility District No. 1 to serve the City's new Street Waste Facility.

Motion for Consideration

I move to authorize the Mayor to sign a Right of Way Easement with Benton Public Utility District No. 1 (New Street Waste Facility.)

Summary

This Right of Way Easement is for the maintenance and installation of a new power service. The new service will provide power to the new Street Waste Facility at Bob Olson Parkway and West 10th Avenue.

Alternatives

None Recommended.

Fiscal Impact

None.

Through	Heath Mellotte Dec 11, 10:12:14 GMT-0800 2018
Dept Head Approval	Cary Roe Dec 11, 16:22:54 GMT-0800 2018
City Mgr Approval	Marie Mosley Dec 13, 19:13:42 GMT-0800 2018

Attachments:

Easement
Map

☐ Recording
Required?

Return To: Benton PUD
P.O. Box 6270
Kennewick, WA 99336

RIGHT OF WAY EASEMENT

THE GRANTOR(S) The City of Kennewick

of Benton County, State of Washington, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant(s) to PUBLIC UTILITY DISTRICT NO. 1 of BENTON COUNTY (Grantee), a municipal corporation in the State of Washington, and to its successors and sub-lessee or assigns, and its permittees and licensees, (hereinafter all included in any reference to "Grantee") a perpetual right of way easement described below.

Assessor's Property Tax Parcel Acct. # 1-1288-100-0001-001

DESCRIPTION:

An easement covering, the West 10.00 feet of the North 60.00 feet on the following described property located in Section 12, Township 8, Range 28 East of the W.M.:

That portion of the East half of the Northeast quarter of the Northeast quarter of Section 12, Township 8 North, Range 28 East, W.M., lying westerly of the county road, Hildebrand Rd, and westerly of the County Rd., Clodfelter Rd. EXCEPT the County Rd., Badger Rd., and EXCEPT right-of-way or easement for Amon Wasteway (Parcel B of Survey #1124). Subject to easements and restriction of record, 05/31/57 03/04/60 right-of-way easement 03/27/74 subject to easement: U.S. 01/27/76. EXCEPT road right-of-way to City of Kennewick (description change per AF#2014-020771, 08/20/2014)

all situated in the County of Benton, State of Washington,

This easement includes the right, privilege and authority of ingress and egress to install, construct, erect, alter, repair, improve, extend, maintain, operate, change, remove, reconstruct, renew and test, electric distribution, transmission and communications facilities and appurtenances in, on, over, under and across said easement. These facilities may consist of

poles, wires, cables, underground facilities, vaults, conduits, anchors, braces, guys, cross-arms, insulators, transformers, structures, signal wires, and other electrical and communications equipment, devices and structures necessary for the transmission of such services. These facilities shall also include devices that are not now used for transmitting said services but may be used in the future. The Grantor(s) agree(s) that all cables, wires and other facilities installed upon or under the above described lands at the Grantee's expense shall remain the property of the Grantee.

Grantee shall have the right to enter and travel along said easement, from time to time, for patrolling purposes and the Grantee shall have the right of ingress and egress over the adjacent lands of the Grantor(s) for the purpose of exercising all rights hereby granted.

Grantee shall also have the right to use this easement to extend electrical and communication services to present and future customers whether or not their property is adjacent to the easement.

Grantee shall have the right to cut, slash, trim and otherwise remove any and all brush, debris, trees, and other growth standing or growing upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said electrical and communication facilities, or to persons or property by reason of their proximity to said facilities. Title to any such material removed shall be vested in Grantee in consideration of any damages incurred as a result of said growth and the cost of removal of same.

Grantor may grant to a third party, upon such terms as it chooses, any or all of the rights reserved by it herein provided, however, that such use shall not unreasonably interfere with the rights granted to the Grantee.

Grantor covenants not to deposit land or other fill upon land within the easement such that it will reduce clearance between the land and any electrical and communication services below the minimum clearance required by law. Grantor also covenants not to build, place or allow to be built or placed any structure of any kind on the easement without the written approval of Grantee.

Grantor covenants to have the right and power to convey this easement and right of way. Grantor is lawfully seized and possessed of land, free of encumbrances, and will forever warrant and defend title. This easement runs with the land and is binding upon Grantor, its agents, successors, heirs and assigns.

TITLE:

The presence and use of said electric and communications facilities on this easement shall give no title in said land to Grantee.

RECORDING COSTS:

The Grantee may pay all costs incidental to the preparation of this instrument and for the procurement of such title evidence as may be required.

Dated this _____ day of _____, 20____.

Grantor's Signature

Grantor's Signature

Grantor's Signature

Grantor's Signature

ACKNOWLEDGMENT – Corporate

STATE of _____ }
County of _____ }

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ and _____

_____(Title) and _____(Title)
respectively, of _____ the corporation that signed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

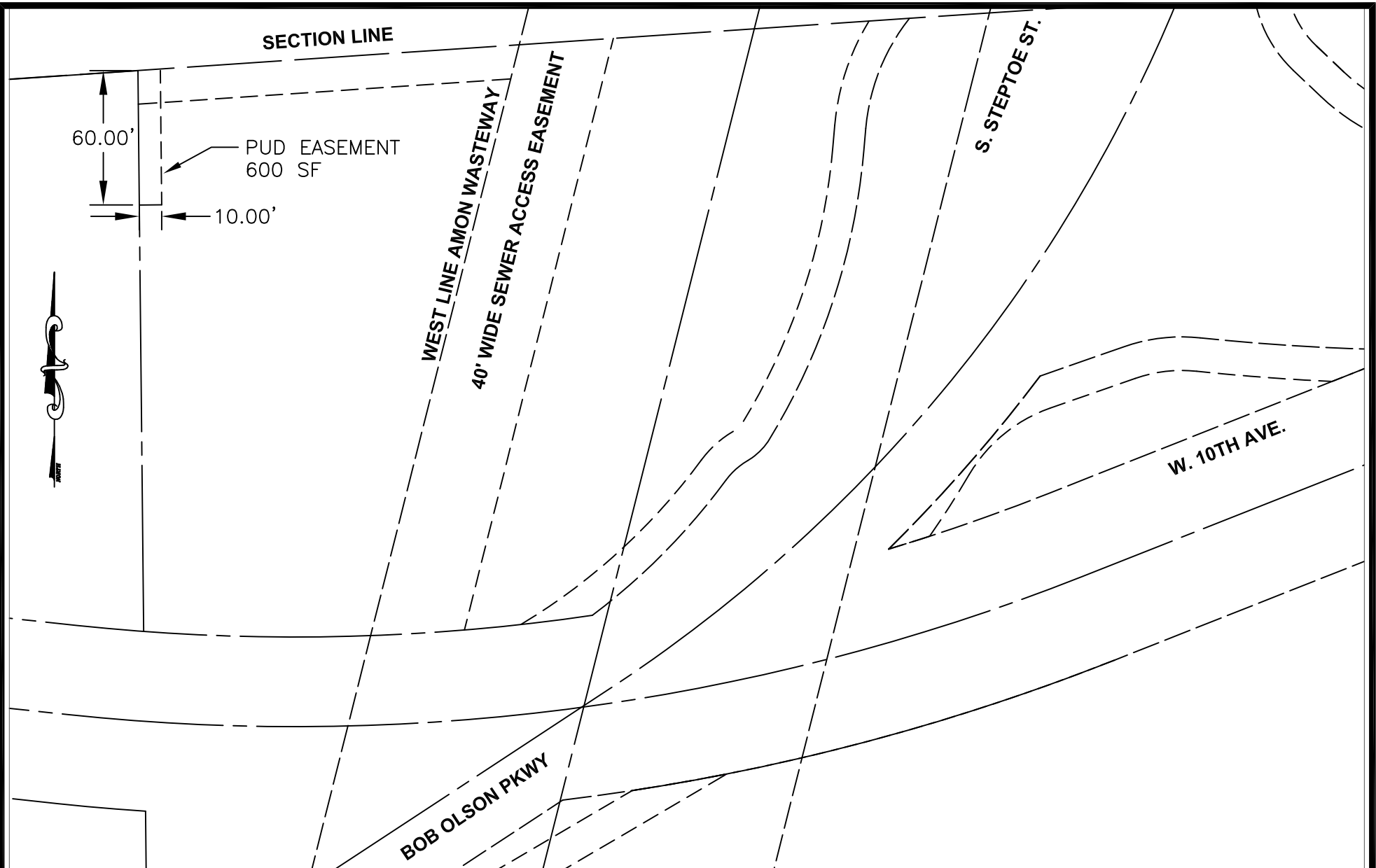
GIVEN under my hand and official seal this _____ day of _____, 20____.



Notary's Signature

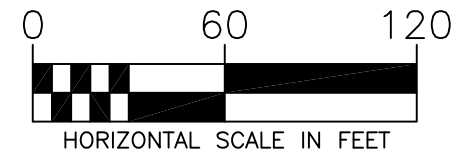
My Appointment Expires _____

NOTARY SEAL-Recordable Document. Please follow RCW65.04



**PUBLIC WORKS
ENGINEERING
DIVISION**

**COK
PARCEL
1-1288-100-0001-001
STREET WASTE
FACILITY SITE**



Council Agenda Coversheet



Agenda Item Number	3.e.	Council Date	12/18/2018
Agenda Item Type	General Business Item		
Subject	Cancel Regular Meeting of January 1, 2019		
Ordinance/Reso #		Contract #	
Project #		Permit #	
Department	City Manager		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That Council cancel the regular meeting of January 1, 2019 due to the New Year's Day holiday.

Motion for Consideration

I move to cancel the regularly scheduled Council meeting of January 1, 2019 .

Summary

January 1, 2019 is a holiday and City offices will be closed. KAC 7-12-010 allows the City Council to cancel a regular meeting by a motion. The next regular meeting will be on January 15, 2019.

Alternatives

None

Fiscal Impact

None

Through

Terri Wright
Dec 12, 10:35:05 GMT-0800 2018

Dept Head Approval

City Mgr Approval

Marie Mosley
Dec 13, 19:17:42 GMT-0800 2018

Attachments:

☐ Recording
Required?

Council Agenda Coversheet



Agenda Item Number	3.f.	Council Date	12/18/2018
Agenda Item Type	Contract/Agreement/Lease		
Subject	Entiat to Canal Waterline		
Ordinance/Reso #		Contract #	
Project #	P1606	Permit #	
Department	Public Works		

Consent Agenda	☒
Ordinance/Reso	☐
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

That City Council authorize the Mayor to sign the Supplemental Agreement No. 1 with HDR Engineering, Inc., for construction engineering services needed for P1606-18, Entiat to Canal Waterline replacement project.

Motion for Consideration

I move to authorize the Mayor to sign the Supplemental Agreement No. 1 with HDR Engineering, Inc., for P1606-18, Entiat to Canal Waterline replacement project.

Summary

This supplemental agreement provides for Construction Phase Services required to complete the rehabilitation of the Entiat to Canal Waterline replacement project.

Alternatives

None recommended.

Fiscal Impact

Water and Sewer Fund
Budget No. 401.010.594.34.65.34

Original Professional Services Agreement:	\$ 174,990
Supplemental Agreement No. 1:	\$ 153,900
Management Reserve:	\$ 17,500
Total:	\$ 346,390

Through

Jeremy Lustig
Dec 11, 10:11:32 GMT-0800 2018

Dept Head Approval

Cary Roe
Dec 11, 10:17:30 GMT-0800 2018

City Mgr Approval

Marie Mosley
Dec 13, 19:22:42 GMT-0800 2018

Attachments: Supplemental Agreement No. 1
Original Contract

☐ Recording
Required?

SUPPLEMENTAL AGREEMENT #1
Between Owner and Consultant

P-1606, Entiat to Canal Waterline

THIS SUPPLEMENTAL AGREEMENT, entered into this 18th day of December, 2018 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and HDR Engineering, Inc, 2805 St. Andrews Loop, Suite A, Pasco, WA 99301 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into an agreement for professional engineering services for the Entiat to Canal Waterline, said agreement being dated February 20, 2018; and

WHEREAS, the owner desires to have the Consultant perform additional services necessary to complete the work described in Task 200, SCOPE OF WORK of the original Agreement; and

WHEREAS, both parties desire to supplement said Agreement by expanding the Scope of Work as described in the supplemental Consultant Scope Exhibit A1, attached hereto.

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree that each and every provision of the original Agreement as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

Section 4, PAYMENT, first paragraph, and Maximum Total Amount Payable are revised to read:

The CONSULTANT shall be paid **Time & Materials with a total amount of \$328,890** by the OWNER to complete design services described in Exhibit A of the original agreement and Exhibit A1 of Supplemental Agreement No. 1 (attached).

The Maximum Total Amount Payable, by the OWNER to the CONSULTANT under this agreement, shall not exceed \$346,390 which includes the Management Reserve Funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF KENNEWICK, WASHINGTON

HDR ENGINEERING, INC.

Don Britain, Mayor

Karen Doherty, Sr. Vice President

Engineering Services – Entiat to Canal Water Line Task 400 – Construction Phase Support Services

Scope of Services

December 2018



**2805 Saint Andrews Loop
Suite A
Pasco, WA 99301-6121
(509) 546-2040**

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EXHIBIT A1

SCOPE OF SERVICES

Background

This scope of services is to provide Construction Phase Support Services for the City of Kennewick (City). The City is planning to install a new water transmission main between Entiat Avenue and Canal Drive near US 395. The new water transmission main will replace an existing 16-inch steel pipe that has failed due to leakage issues and is no longer in use. The existing 16-inch pipeline crosses Union Pacific Railroad (UPRR) and Burlington Northern Santa Fe (BNSF) Rights-of-Way (ROW) and will be abandoned and partially removed.

The new water transmission main will connect to the City's existing water system at the intersection of North Olympia Street and Entiat Avenue and cross UPRR and BNSF railroad tracks, a United States Army Corps of Engineers (USACE) drainage ditch, the Columbia Irrigation District (CID) flume, and the City's interceptor sewer. The new water transmission main will end at an existing valve cluster northeast of Canal Drive and south of the US 395 overpass where it will feed parallel 16-inch and 18-inch water mains.

The City's overarching project objective is to eliminate water line leakage by replacing the subject segment water lines with a single large main.

General Scope

The scope objective of this task is for HDR to provide Construction Phase Support Services as needed for the installation of the new water transmission main.

General Assumptions

The following general assumptions are common to all tasks under this scope of work unless stated otherwise:

- City will be the lead and administer the construction contract and perform construction observations.
- City will be the main point of contact for the Contractor.
- HDR will assist the City during the construction phase in a supporting role.

Scope of Services

Task 400 Construction Phase Support Services

Objective

Under this task, HDR will provide support services as needed during the construction phase of the Entiat to Canal Waterline Project.

Task 401 – Project Management

Objective:

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing for Construction Phase Support Services of the Entiat to Canal Waterline Project.

HDR Services

1. Update the existing Project Management Plan (Project Guide) outlining the project scope, team organization, schedule, and communications information.
2. Coordinate and manage the project team.
3. Subcontract with and manage project subconsultants.
4. Prepare monthly status reports describing the following:
 - A. Services completed during the month
 - B. Services planned for the next month
 - C. Needs for additional information
 - D. Scope/schedule/budget issues
 - E. Schedule update and financial status summary
5. Prepare monthly invoices formatted in accordance with contract terms.
6. Project Manager will attend monthly project management meetings with the City Project Manager to review project scope, schedule, and budget issues.

City Responsibilities

1. Timely processing and payment of invoices.
2. Review and process contract change requests and amendments, if needed.

Assumptions

1. The project duration will be approximately 6 months.
2. Project management meetings will be held once each month, for a total of 6 meetings, with 2 hours of project manager time required for each meeting, including preparation, attendance, follow-up, and notes.
3. Invoices will be HDR standard invoice format.
4. Expense backup will not be provided with invoices but will be available for review at HDR.

Deliverables

1. Updated Project Management Plan (Project Guide).
2. Monthly reports and invoices (one copy with invoice can be mailed or e-mailed)
3. Monthly project schedule and budget updates.
4. Project management meeting agenda and notes (e-mailed).

Task 402 – Support Services during Construction

Objective:

HDR shall furnish design staff familiar with the project, on an as needed basis, to assist the City with the administration of the construction contract in accordance with the terms and conditions of the Construction Contract.

HDR Services

Support Services during Construction

1. *Submittal Review*: Upon specific request from the City, HDR shall review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data which the Contractor is required to submit. These shall be reviewed for conformance to the design intent of the Project and for compliance with the information given in the Contract Documents.
2. *Request for Information (RFI)*: Upon specific request from the City, HDR shall assist with responses to questions by the Contractor on the drawings, specifications, or other Contract document.
3. *Field Orders*: Upon specific request from the City, HDR shall assist with the coordination and review to identify the need for minor changes in the Work consistent with the design intent which do not require a change in Contract Time or Contract Price.
4. *Change Proposal Requests*: Upon specific request from the City, HDR shall assist with the coordination and review to identify the need for changes to Work consistent with the design intent which require changes in Contract Price and/or Contract Time.
5. *Work Change Directives*: Upon specific request from the City, HDR shall assist with providing a directive to Contractor when fair and reasonable pricing for a change item cannot be negotiated or when a change item is critical to the project schedule.
6. *Change Orders*: Upon specific request from the City, HDR shall assist with coordinating the combining of change documentation into Change Orders for execution by Contractor and County.

Contract Administration and Document Management

1. Meetings
 - a. *Pre-Construction Conference*: HDR will attend a Pre-Construction Conference with the City and the Contractor. The purpose of this Conference is to establish a working understanding among parties as to the Work, discuss the construction schedule and activities, discuss the schedule of submittals, discuss the schedule of values, discuss procedures for handling shop drawings and other submittals, discuss procedures for processing applications for payment, discuss requirements for maintaining records, discuss impacts to existing utilities, and discuss other requirements of the Contract Documents.
 - b. *Bi-Weekly Construction Meetings*: HDR will attend bi-weekly construction meetings with the Contractor's representative(s) and City's Representative to assist in implementing the construction process.
 - c. *Temporary Stream Diversion Plan Implementation Meeting*: HDR will attend a meeting to review the Contractor's Temporary Stream Diversion Plan. In this meeting the

Contractor will explain to the City the work to be completed for the temporary stream diversion.

- d. *Jacked Casing Meetings*: HDR will attend a meeting to review and coordinate the work associated with each jacked casing. The Contractor is required to conduct a meeting prior to each jacked casing operation.

Sub-consultant Services

Shannon & Wilson Services

HDR will subcontract with Shannon & Wilson to provide the following services:

1. Shannon & Wilson will review submittals as requested for conformance to the geotechnical recommendations, and contract plans and specifications. They will provide their review comments to HDR within three (3) business days of receipt of the Contractor's submittal, or additional information if necessary for our review.
 - a. Shannon & Wilson will review the Contractor's proposed Settlement Monitoring and Corrective Action Plans for the US 395 crossing. They will provide HDR their review comments to HDR within three (3) business days of receipt of the Contractor's submittal.
2. At HDR's request, Shannon & Wilson will also review the Contractor's Request for Information (RFI) as they pertain to geotechnical elements of the project.

City Responsibilities

1. Perform all construction administration services.
2. Prepare, conduct, and administer the pre-construction conference, bi-weekly construction meetings and other job related meetings.

Assumptions

1. Submittal Review
 - A. The City will receive and process all submittals from Contractor and involve HDR at their discretion.
 - B. HDR will not review or comment on submittals related to temporary items and construction aides such as shoring, formwork, and dewatering. Receipt of these submittals is to confirm compliance with the contract requirements for submittal only and HDR will not review for the content, compliance, or calculations. HDR is not responsible for the content of the submittal.
 - C. Reviews of requests for substitution are not included in this scope. If requested by the City then HDR's time to process, review, and respond to request will be billed to City as a separate, out-of-scope activity from which City can, at its direction, deduct the amount from Contractor's payment application(s).
 - D. Actual review time may vary depending upon the complexity of the shop drawing. It is estimated that, on average, each submittal item will take four (4) hours for HDR to review and process and each re-submittal item will take two (2) hours for HDR to review and process. Budget is based on 20 shop drawings for the project with 10 requiring re-submittal.

- E. If a submittal is determined to be incomplete when compared against the requirements the Contract Documents, it will be rejected.
 - F. Submittal reviews following one (1) re-submittal will be billed to City as a separate, out-of-scope activity from which City can, at its direction, deduct the amount from Contractor's payment application(s).
2. Request for Information
- A. The City will receive and process all RFIs from Contractor and involve HDR at their discretion.
 - B. HDR's review of RFIs regarding the design will be advisory and complementary to the design intent.
 - C. The fee for this sub-task is based upon receiving and responding up to fifteen (15) RFIs for the project.
 - D. Actual review and response time may vary depending upon clarity and complexity of the RFI. It is estimated that, on average, it will take two (2) hours for HDR to review and respond to each RFI.
3. Field Orders
- A. HDR will provide assistance with Field Orders when specifically requested by the City.
 - B. Field Orders may be generated from responses to RFIs, design changes, Contractor initiated changes, City initiated changes, or unanticipated conditions.
 - C. The fee for this task is based upon preparing and processing five (5) Field Orders for the project.
 - D. Actual preparation and processing time may vary depending upon the complexity of the Field Order. It is estimated that, on average, it will take two (2) hours for HDR to prepare and process each Field Order.
4. Change Proposal Requests
- A. HDR will provide assistance with Change Proposal Requests when specifically requested by the City.
 - B. Negotiations between HDR and City are not binding until accepted by the City.
 - C. The fee for this sub-task is based upon preparing, processing, and negotiating pricing of five (5) Change Proposal Requests for the project.
 - D. Actual preparation, processing, and negotiating time may vary depending upon the complexity of the Change Proposal Request. It is estimated that, on average, it will take six (6) hours for HDR to prepare, process, and negotiate pricing for each Change Proposal Request.
5. Work Change Directives
- A. HDR will provide assistance with Work Change Directives when specifically requested by the City.
 - B. The fee for this task is based upon preparing and processing five (5) Work Change Directives for the project.

- C. Actual preparation, processing, and review time may vary depending upon the complexity of the Work Change Directive. On average, it is estimated that it will take two (2) hours for HDR to prepare, process, and review each Work Change Directive.
6. Change Orders
- A. City has the sole responsibility to authorize any changes to the construction contract.
 - B. HDR will provide assistance with Change Orders when specifically requested by the City.
 - C. The fee for this task is based upon preparing and processing seven (7) Change Orders for the project – one (1) each month through substantial completion and one (1) finalizing Change Order for the project. Actual preparation and processing response time may vary depending upon the complexity of the Change Order. It is estimated that, on average, it will take six (6) hours for HDR to prepare and process each Change Order.
 - D. City will provide HDR with copies of the fully executed Change Order after signed by City and Contractor.
7. Pre-Construction Conference
- A. The City will prepare, conduct, and administer the Pre-Construction Conference.
 - B. The Pre-Construction Conference will occur at the City's Municipal Services Department located at 1010 E. Chemical Dr, Kennewick, WA 99336.
 - C. One (1) hour has been budgeted for project manager attendance at this meeting.
8. Bi-Weekly Construction Progress Meetings
- A. The City will prepare, conduct, and administer the Bi-Weekly Construction Progress Meetings.
 - B. Bi-Weekly Construction Progress Meetings will occur at a location to be determined in the Pre-Construction Conference; and will involve HDR's project manager, and each meeting will last up to one (1) hour each. We have budgeted (1) hour for each Bi-Weekly Construction Progress Meeting.
 - C. Up to twelve (12) progress meetings for the project are included for this task.
9. Temporary Stream Diversion Plan Implementation Meeting
- A. The City will prepare, conduct, and administer the Temporary Stream Diversion Plan Implementation Meeting.
 - B. The Temporary Stream Diversion Plan Implementation Meeting will occur at a location to be determined in the Pre-Construction Conference.
 - C. One (1) hour for HDR's project manager has been budgeted for attendance at this meeting.
10. Jacked Casing Meetings
- A. The City will prepare, conduct, and administer the Jacked Casing Meetings.
 - B. Jacked Casing Meetings will occur at a location to be determined in the Pre-Construction Conference.
 - C. One (1) hour for HDR's project manager has been budgeted for attendance at this meeting.

D. Up to three (3) Jacked Casing Meetings for the project are included for this task.

Deliverables

1. Submittal Review
 - A. Comments and shop drawing responses transmitted to the City via e-mail.
2. Request for Information
 - A. RFI responses transmitted to the City via e-mail.
3. Field Orders
 - A. Field Orders transmitted to City via e-mail.
4. Change Proposal Requests
 - A. Change Proposal Requests and Engineer's Decision transmitted to the City via e-mail.
5. Work Change Directives
 - A. Work Change Directives transmitted to the City via e-mail.
6. Change Orders
 - A. Change Order, including supporting information for each Change Order, transmitted to City via e-mail.

Task 403 – Field Services

Objective:

Determine general conformance of construction work observed with the requirements of the Contract Documents through observation of the Work.

HDR Services

This task includes services related to providing observation of field activities. Specific activities conducted by HDR will be done on an as needed bases as requested by the City and will include the following:

Periodic Site Vistis

1. Perform periodic site visits including:
 - A. Observe pipe jacking activities under the BNSF tracks, UPRR tracks, and US 395 Highway to determine general conformance with the requirements of the Contract Documents for work observed.
 - B. Observe installation of pipe at the CID flume crossing to determine general conformance with the requirements of the Contract Documents for work observed.
 - C. Observe installation of pipe at the Stream Crossing to determine general conformance with the requirements of the Contract Documents for work observed.
 - D. Document activities observed making note of deficiencies and any issues requiring resolution.
 - E. Create daily field reports (on days observing work) defining specified work completed, Contractor work force figures, progress made on the controlling activity established by the approved construction schedule, job site visitors, and weather conditions.

- F. Review approved shop drawings and apply them to the conducting of observations.
- G. Photograph construction to document progress or deficiencies.

Sub-Consultant Services

Shannon & Wilson Services

HDR will subcontract with Shannon & Wilson to provide the following services:

1. Perform periodic site visits including:
 - A. Observe and document installation of the entry and exit pit shoring. Shannon & Wilson's field representative will prepare a log of each shoring wall excavation/installation showing the sequence and timing of construction events; the consistency and behavior of encountered subsurface materials; and subsurface material depths as observed from the cuttings and spoils, presence and amount of groundwater, and other pertinent information.
 - B. Observe and document the trenchless construction and carrier pipe installation.
 - i. Shannon & Wilson's field representative will identify the trenchless point-of-contact (POC) to determine the Contractor's work plan and how the contract-required paperwork and other daily information will be transmitted. Trenchless contractors typically do not allow direct contact with their pilot.
 - ii. Prior to mining, Shannon & Wilson's representative will observe the trenchless system reaction block, jacking system set-up, jacking collar, jacking pipe, and survey guidance system for general conformance with project plans and specifications and accepted submittal.
 - iii. Once the selected and accepted trenchless system is in place and mining begins, a Shannon & Wilson's representative will observe and document the daily progress, including advancement footage and rate, breakdowns, alignment variances, fluid loss (if available), excavation quantity (if available), identified mining difficulties (e.g., difficulty steering the trenchless system, others), leaks at the launch pit collar seal, identified surface settlement above the bore, and other items pertinent to trenchless construction.
 - iv. At the retrieval pit, Shannon & Wilson's representative will observe and document the bulkhead or annulus grouting, as appropriate. They will observe the grout mix, the order grout ports are filled, the grout quantity/volume inserted into each port (if available), and review indications the grouting process successfully filled the annulus (i.e., sound the pipe walls, or other), pipe lining repairs (if damaged during construction), and carrier pipe installation.
 - v. Shannon & Wilson's services will be provided on an on-call basis as requested by the City.
 - C. After each site visit or field day, as appropriate, Shannon & Wilson's field representative will prepare a daily field report to summarize the notable events throughout the day or time spent on site. In the daily field report, Shannon & Wilson will document their construction observations via notes and/or photographs, and recommended additional actions to the Owner (as appropriate, in their opinion). Reviewed and finalized daily field reports will be provided by the Shannon & Wilson's project manager to the designated HDR representative, typically within two working days following the observations. If

requested by the City, Shannon & Wilson will prepare a final construction observation report that summarizes their observations and references to the daily field reports, as appropriate.

City Responsibilities

1. Perform construction observation services during the construction phase.
2. Arrange for (through its Contract with the Contractor) safe access to and make all provisions for HDR and its subconsultants to enter upon public and private property as required for HDR to perform services under the Agreement.
3. Provide HDR with the findings and reports generated by the entities providing laboratory, inspection, or monitoring services other than those being provided by HDR.
4. Prepare, conduct, and administer the Substantial Completion and final completion inspections.
5. Materials testing

Assumptions

1. HDR will provide construction observation services only when specifically requested by the City.
2. HDR's observation of the work performed under the construction contract shall not relieve Contractor from responsibility for performing work in accordance with applicable contract documents.
3. HDR shall not control or have charge of, and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.
4. HDR shall not be responsible for the acts or omissions of construction Contractor(s) or other parties on the project.
5. Observations will be performed in accordance with industry-recognized standard practices.
6. Contractor is responsible for compliance with permit conditions; therefore HDR cannot ensure Contractor's compliance with permit conditions. HDR will only notify City of observed conditions and violations.
7. Monitoring removal and/or disposal of contaminated materials is not included.
8. The fee for construction observation of the BNSF Crossing is based upon field observation from a single Resident Project Representative (RPR) for sixteen (16) hours.
9. The fee for construction observation of the CID Flume Crossing is based upon field observation from a single Resident Project Representative (RPR) for sixteen (16) hours.
10. The fee for construction observation of the UPRR Crossing is based upon field observation from a single Resident Project Representative (RPR) for sixteen (16) hours.
11. The fee for construction observation of the US 395 Crossing is based upon field observation from a single Resident Project Representative (RPR) for twenty four (24) hours.
12. The fee for construction observation of the Stream Crossing is based upon field observation from a single Resident Project Representative (RPR) for eight (8) hours.

13. Normal working hours for Consultant observation staff and Contractor will coincide with normal construction working hours: Monday through Friday, 7:00 am to 4:00 pm.
14. Should Contractor elect to perform work outside of normal working hours, on Saturday, Sunday, or legal holiday, Consultant will require that City authorize field observation services prior to Consultant starting observation.
15. If additional labor and expenses for performing observation services outside normal working hours or beyond estimate included in this task are required due to increased construction duration, the City will increase the fee for this activity as a separate, additional fee activity which the City could recover from Contractor through a construction contract change when appropriate.
16. HDR's observation or monitoring portions of the work performed under construction contracts shall not relieve the Contractor from its responsibility for performing work in accordance with applicable contract documents. HDR shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. HDR shall not be responsible for the acts or omissions of the contractor or other parties on the project

Deliverables

1. Daily field reports transmitted to City via e-mail in .pdf format.
2. Photographs to City via e-mail.

Task 404 – Construction Close-Out

Objective

Achieve an orderly, well-documented and complete close-out of the construction contract.

HDR Services

This task includes services related to closing out the construction contract. Specific activities conducted by Consultant will done on an as needed basis as requested by the City and will include the following:

Substantial Completion Inspections

1. Conduct substantial completion inspections.
 - A. Confirm the contract requirements for substantial completion.
 - B. Conduct substantial completion inspections. Identify work remaining to be completed and document this in a punch list.
 - i. In collaboration with the City, confirm the work is substantially complete.
 - ii. After HDR and the City agree the work is substantially complete, coordinate with the City the issuance of the substantial complete letter to the Contractor.
 - iii. Take pictures and videos during the project review and walk-through inspection.
 - iv. Review the punch list and schedule for completing work with Contractor.
 - v. Identify constraints to completing punch list work; review constraints with the City and Contractor.

- vi. Confirm that work on the punch list is completed.

Final Completion Inspection

1. Receive and review Contractor's required final completion submittal.
2. Conduct Final Completion Inspection with Owner and Contractor.

Record Drawings

1. HDR will review record drawing information provided by Contractor and request additional information as considered necessary.
2. HDR through a subcontract with Rogers Surveying will provide record surveying.
3. HDR will integrate record drawing information provided by the Contractor and HDR's observations while on-site into a Record Drawing Set.

Sub-Consultant Services

Rogers Surveying Services

HDR will subcontract with Shannon & Wilson to provide the following services:

1. Perform field survey of the new waterline at 50 foot intervals plus at all horizontal points and vertical bends.

Assumptions

1. HDR will assist with construction close out activities upon specific request by the City.
2. Substantial Completion Inspections and Final Completion Inspection will occur at the project site, will involve up to one (1) HDR team member, and will last up to four (4) hours.
3. Contractor will red-line a full size (24 IN x 36 IN) hard copy of the construction contract documents on a monthly basis to incorporate RFIs, Field Orders, Change Proposal Requests, submittal data, and changes based on records received from both Consultant and City.

Deliverables

1. Punchlists from substantial completion inspections transmitted to City via e-mail in .pdf format.
2. Recommendation of Substantial Completion when, based on HDR's opinion, the project is ready for its intended use.
3. Recommendation of Final Completion upon completion of all incomplete or deficient work as transmitted to the City via e-mail in .pdf format.
4. Survey points in Ascii file format (p, n, e, z, d, Point #, northing, easting, elevation, description)
5. One hard copy set of Record Drawings (24 IN x 36 IN) on mylar sheets and one electronic copy in PDF format.

Fee

The estimated fee for this scope of work is detailed below. Fees shall be earned on a time and materials basis.

Task	Labor	Expense	Subtotal
Task 401- Project Management	\$9,000	\$100	\$9,100
Task 402 – Engineering Support During Construction	\$40,800	\$19,600	\$60,400
Task 403 – Field Services	\$10,400	\$59,300	\$69,700
Task 404 – Construction Close-out	\$9,500	\$3,000	\$12,500
Escalation			\$2,200
Total			\$153,900
*Fees have been rounded			

Billing Rates by Position

Position	2018
Principle in Charge	\$246.82
Project Manager	\$152.32
Construction Management Lead	\$246.14
Project Engineer	\$162.40
Field Engineer	\$119.87
CAD Technician	\$135.39
Project Accountant	\$105.60



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, is made between the City of Kennewick, PO Box 6108, 210 W. 6th Ave., Kennewick, Washington, (hereinafter referred to as the "City"), and HDR Engineering, Inc, 2805 St. Andrews Loop, Suite A, Pasco, WA 99301 (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK AND AGREEMENT CONTENTS

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide engineering services for the Entiat to Canal Water Line Replacement project.
- b) This Agreement consists of this Agreement, and other documents listed below issued prior to the execution of this Agreement and all modifications and change orders issued subsequent thereto. These form the entire Agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) This Agreement No. P-1606 between the City and Consultant.
 - (ii) Exhibit A: Scope of Work with Schedule

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Kennewick representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report, if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement in accordance with the schedule included in Exhibit A.

4) PAYMENT

- a) The City shall pay the Consultant an amount not to exceed One Hundred Seventy-Four Thousand Nine Hundred Ninety Dollars (\$174,990.00) to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work (Exhibit A).
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third

party as a consequence of any negligent act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

- a) All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

- a) The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further,

the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

- a) In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

- a) The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

12) INSURANCE

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited to, the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- 13) **INDEMNIFICATION / HOLD HARMLESS**
- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant or the Consultant's employees or agents in

performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

14) STANDARD OF CARE

- a) The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

- a) All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

16) EQUAL OPPORTUNITY AGREEMENT

- a) The Consultant agrees that he/she will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

17) PARTIAL INVALIDITY

- a) Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

- a) All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

- a) The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen

(14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

- a) In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any negligent errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

- a) The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as Extra Work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

23) PUBLIC DISCLOSURE

- a) The parties to this Agreement understand and acknowledge that the City is subject to the Public Records Act, RCW 42.56 et seq. If the City receives a public records request for this agreement and/or for documents and/or materials provided to the City under this agreement, generally such information will be a public record and must be disclosed to the

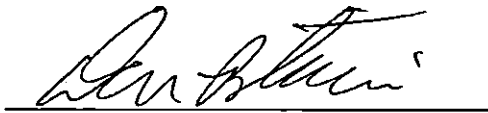
public records requester. However, the City agrees to notify the Consultant if it receives such a public records request and the date the City plans to release the records. If the Consultant fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the Consultant shall be deemed to have given the City full authority to release the records on the date specified, and the Consultant understands it has thereby given up all rights to challenge the disclosure in any forum.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Agreement for Consultant represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Agreement will become binding on the date of last execution hereon:

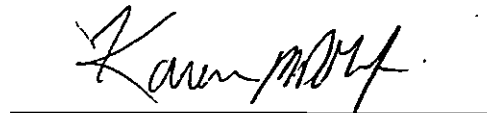
EXECUTED THIS 20th day of February, 2018.

CITY OF KENNEWICK, WASHINGTON

HDR Engineering, Inc

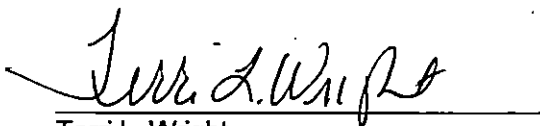


Don Britain
Mayor



Karen Doherty
Sr. Vice President

ATTEST:



Terri L. Wright
City Clerk

929 108th Ave NE, Suite 1300
Bellvue, WA 98004-4361
Address

Phone: 425.450.6200

Email: _____

Fax: 425.453.7107

APPROVED AS TO FORM:



Lisa Beaton
City Attorney

Contract No. P-1606

EXHIBIT A: Scope of Work with Schedule

Engineering Services – Entiat to Canal Water Line Task 200 – Detailed Design

Scope of Services

January 2018



**2805 Saint Andrews Loop
Suite A
Pasco, WA 99301-6121
(509) 546-2040**

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EXHIBIT A

SCOPE OF SERVICES

Background

The City of Kennewick (City) is planning to install a new 30-inch water transmission main between Entiat Avenue and Canal Drive near US 395. The new 30-inch water transmission main will replace two existing lines. One is an existing 16-inch steel pipe that has failed due to leakage issues and is no longer in use. The other is a 16-inch ductile iron pipe (DIP) that is still in service. Both the 16-inch pipelines cross Union Pacific Railroad (UPRR) and Burlington Northern Santa Fe (BNSF) Rights-of-Way (ROW) and will be abandoned and partially removed.

The new 30-inch water transmission main will connect to the City's existing water system at the intersection of North Olympia Street and Entiat Avenue and cross UPRR and BNSF railroad tracks, a United States Army Corps of Engineers (USACE) drainage ditch, the Columbia Irrigation District (CID) flume, and the City's interceptor sewer. The 30-inch water transmission main will end at an existing valve cluster northeast of Canal Drive and south of the US 395 overpass where it will feed parallel 16-inch and 18-inch water mains.

The City's overarching project objective is to eliminate water line leakage by replacing the subject segment water lines with a single large main. The City intends to utilize consultant engineering services to perform the project in the following four task execution approach:

- Task 100 – Preliminary Engineering
- Task 200 – Detailed Design
- Task 300 – Bidding
- Task 400 – Construction

This scope describes the second (Task 200) of those four tasks. The subsequent tasks will be scoped in separate contract amendments at the discretion of the City.

General Scope

The scope objective of this second task is for HDR to perform engineering and design services to achieve full construction documents for the installation of the 30-inch water transmission main

General Assumptions

The following general assumptions are common to all tasks under this scope of work unless stated otherwise:

- City staff will review and submit one set of consolidated and reconciled comments on all submittals transmitted by HDR within two weeks of the date of transmittal.
- Unless noted otherwise, all submittals identified in the following task descriptions will be electronic submittals in PDF format transmitted via email with larger documents requiring downloading using HDR's Slingshot email attachment handling software.

Scope of Services

Task 200 Detailed Design

Objective

Under this task, HDR will prepare detailed construction documents for the new 30-inch water transmission main. Detailed design shall be based upon the findings in the Final Basis of Design Report (BODR) from Task 100.

Task 201 – Project Management

HDR Services

1. Update the existing Project Management Plan (Project Guide) outlining the project scope, team organization, schedule, and communications information.
2. Coordinate and manage the project team.
3. Subcontract with and manage project subconsultants.
4. Prepare monthly status reports describing the following:
 - A. Services completed during the month
 - B. Services planned for the next month
 - C. Needs for additional information
 - D. Scope/schedule/budget issues
 - E. Schedule update and financial status summary
5. Prepare monthly invoices formatted in accordance with contract terms.
6. HDR shall conduct a (2) hour Kick-off Meeting with City staff. The Kick-off Meeting will introduce project team members, define lines of communication, review project background and scope, present project baseline schedule, and identify critical issues related to the Project.
7. Project Manager will attend monthly project management meetings with the City Project Manager to review project scope, schedule, and budget issues.

City Responsibilities

1. Attend kickoff and project management meetings.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The project duration will be approximately 7 months.
2. Four members of the HDR team will attend the kick-off meeting. The senior regulatory specialist and senior railroad engineer will attend the kick-off meeting via teleconference.

3. Project Manager will attend monthly project management meetings with the City's Project Manager to review project scope, schedule, and budget issues. Two hours of project manager time will be required for each meeting preparation, attendance, follow up, and notes.
4. Invoices will be HDR standard invoice format.
5. Expense backup will not be provided with invoices but will be available for review at HDR.
6. Unused funds from Task 100 will be added to a contingency fund controlled by the City.

Deliverables

1. Updated Project Management Plan (Project Guide).
2. Kick-off meeting materials and meeting summary.
3. Monthly reports and invoices (one copy with invoice can be mailed or e-mailed)
4. Monthly project schedule and budget updates.
5. Project management meeting agenda and notes (e-mailed).

Task 202 - Engineering

HDR Services

1. Field Investigations

- A. HDR will identify locations where utility potholing will be required.
- B. HDR, through a subcontract, shall survey the horizontal and vertical locations of the utility potholes.

2. Prepare Plans and Specifications

- A. HDR will prepare drawings, technical specifications, and contract documents based on the design concepts and criteria developed in Task 100. HDR will prepare 60%, 90%, 100%, and Final Bidding Document submittals.
- B. Drawings will be prepared in digital format using AutoCAD Civil 3D 2016. Specifications will be prepared using the fifty division format of the Construction Specifications Institute (CSI). HDR's standard master technical specifications also includes the Engineer's Joint Council Documents Committee (EJCDC) of construction contract general conditions. The contract documents will be prepared for a lump sum award basis.

3. Design Documents

- A. HDR will submit 60%, 90%, 100%, and Final Bidding Documents to the City.
- B. Design drawings will be provided to the City as half-size format PDF files.
- C. Specifications shall be provided in Microsoft Word format.

4. Opinion of Probable Construction Cost

- A. HDR will review and revise the Opinion of Probable Construction Cost (OPCC) from the BODR.
- B. HDR will develop Class 2 OPCCs for the 60%, 90%, and 100% design documents.

5. Submittals and Document Finalization

- A. HDR shall submit documents to the City for review at the 60%, 90% and 100% design stages. The City Project Manager will compile all of the City's review comments into one package for HDR. HDR will review and provide responses for all City comments. The 100% submittal is for the City to verify that their changes have been incorporated, it is anticipated that there will be no changes to the plan set.

6. Comment Review Meetings

- A. HDR will hold two (2) hour review meetings with the City related to the 60% and 90%, design submittals.

Sub-consultant Services

Rogers Services

HDR will subcontract with Rogers Survey to provide the following services:

- 1. Survey the horizontal and vertical locations of the utility potholes.

City Responsibilities

- 1. The City will provide the physical location of existing utilities by potholing from the surface. Prior to potholing, HDR shall obtain approval from the City for all locations.
- 2. Review proposed potholing locations in a timely manner.
- 3. Provide title reports for the parcels that the pipeline crosses.
- 4. Provide consolidated review comments at the 60% and 90% review stages within two weeks of design document transmittal.
- 5. Prepare for and participate in meetings.

Assumptions

- 1. Additional BNSF and UPRR fees (such as flagging costs) will be paid directly by the City and are not included in this scope and fee."
- 2. It is expected that 4 potholes will be required for the Project.
- 3. Design drawings will be provided to the City in half-size format.
- 4. The senior regulatory specialist and senior railroad engineer will attend the 60% design comment review meeting via teleconference.
- 5. Only the project manager and principle in charge will attend the 90% review meeting.
- 6. A preliminary list of drawings can be found in Attachment 2 and a preliminary list of specifications can be found in Attachment 3 of this scope of work.
- 7. The 60% submittal will only include drawings as marked in Attachment 2, whereas the 90%, 100%, and Final Bidding Document submittals will include all drawings and specifications listed in Attachments 2 and 3.

Deliverables

- 1. 60% Design Drawings and OPCC
- 2. 90% Design Drawings, Specifications, and OPCC

3. 100% Design Drawings, Specifications, and OPCC
4. Final Bidding Drawings and Specifications
5. Draft and Final review comment resolution summary provided in Microsoft Word or Excel format.
6. Draft and Final review meeting agendas and notes provided in Microsoft Word or Excel format.

Task 203 - Permitting

Subtask 203.01 – Prepare Permit Applications and SEPA Environmental Checklist

HDR Services

1. Prepare draft permit applications and supporting submittal information (transmittal letters, permit application forms, submittal checklists, project narratives) with input from appropriate team members and transmit to the City for review and comment.
2. Finalize applications for submittal to the appropriate agencies.
3. Assist the City in responding to comments from agencies and jurisdictions processing the various applications (comment/response tables, transmittal letters, and revised drawings).
4. Research and prepare draft and final State Environmental Policy Act (SEPA) Environmental Checklist.

City Responsibilities

1. Review draft permit application submittal packages.
2. Review response to comment submittal packages.
3. Submit permit applications and response to comments.
4. Pay permit fees.
5. Review draft and final SEPA Environmental Checklist.
6. Prepare SEPA threshold determination and publish and/or post all required notices.

Assumptions

1. It is assumed that the following permits/approvals are to be prepared and submitted as part of this subtask:
 - A. Union Pacific Railroad – Pipeline Crossing Agreement
 - B. BNSF Railway – Pipeline License
 - C. U.S. Army Corps of Engineers (USACE) – Request for Exemption Under Nationwide Permit
2. Drawings to support the USACE submittal will be in the USACE-required drawing format (8.5 by 11) and title blocks.
3. City of Kennewick permits are not required.
4. A State Environmental Policy Act (SEPA) Environmental Checklist will be required.

5. Follow-up coordination (e.g., responding to questions and requests for additional information after permit application submittal) will be coordinated by the Consultant Permit Lead. It is assumed that a single review cycle will be sufficient for each permit.
6. Response to one round of agency comments is included for the Consultant Permit Lead, Design Lead, and CAD.
7. Attendance at agency meetings are not included in this scope.
8. The project will have less than 1 acre of ground-disturbing activity; therefore, an Ecology NPDES Construction Stormwater General Permit is not required.
9. Applications will be submitted at the completion of the 60% design stage.

Deliverables

1. Draft and final permit application submittal packages.
2. Draft and final responses to comments submittal packages.
3. Draft and final SEPA Environmental Checklist

Subtask 203.02 – Columbia Irrigation District CID

1. HDR will actively coordinate with CID in order to build consensus and anticipate needs at critical review steps. CID will be involved early in the process and will be provided with copies of the BODR.
2. HDR will help the City prepare a Memorandum of Understanding (MOU) for CID to sign. The MOU will provide a description of the new 30-inch water transmission main and will contain signature lines for the District Manager and the District Engineer.
3. HDR will submit the MOU and drawings associated with the flume crossing to CID at the completion of the 60% design stage.

City Responsibilities

1. Prepare MOU

Assumptions

1. HDR will provide CID with two hard copies of 11"x17" drawings and one electronic copy.

Deliverables

1. MOU and 60% design drawings associated with the CID flume

Optional Task 204 – US 395 Crossing

Background

This is an optional Task that the City may elect to include. The City believes that the existing 24-inch steel pipeline from the Ranney Collectors is in poor condition and anticipates that it will need to be replaced soon. As part of Task 100, HDR analyzed alignment alternatives that would replace the existing 24-inch pipeline from the Ranney Collectors and tie it into the new 30-inch Entiat to Canal waterline.

Objective

The purpose of this optional task is to provide detailed construction documents and obtain appropriate WSDOT permits for obtaining survey and geotechnical information and installing a casing under the US 395 Highway for a future 24-inch pipeline.

HDR Services

1. Prepare Plans and Specifications

- A. Prepare additional drawings to include with the 90%, 100%, and Final Bidding Document submittals described in task 202.
- B. The preliminary drawing list found in Attachment 2 identifies drawings associated with this optional task.

2. WSDOT Permits

- A. Prepare application submittal documents (application forms, Utility Facility Description, photos, and figures) for a General Permit for surveying and geotechnical activities.
- B. Prepare application submittal documents (application form, Utility Facility Description, alignment overlay onto WSDOT ROW maps, photos, and drawings) for a Utility Permit for casing under the US 395.
- C. Prepare responses to one round of WSDOT comments on each permit (General Permit and Utility Permit) noted above; responses will include response tables and updated drawings as needed.
- D. Follow-up coordination following application submittals to check in on review status.

Sub-consultant Services

Performance of this optional task will require HDR to enter into subcontracts as described below.

Pavement Surface Control Services

HDR will subcontract to provide the following services:

- 1. Prepare a traffic control plan for the WSDOT General Permit
- 2. Provide traffic control services including flagging, cones, and traffic control vehicles during survey activities near the US 395.

Rodgers Services

HDR will subcontract with a surveyor to provide the following services:

- 1. Contact the local one-call utility location agency prior to commencing surveying activities so that the utility markings provided by the agency can be captured once surveying begins.
- 2. Establish vertical and horizontal survey control points for use in the surveying, construction surveys, and for use in preparing any legal descriptions. The points will be based upon the City of Kennewick's horizontal and vertical datum.
- 3. Perform topographic survey of the project area. Survey will include:
 - A. 100 foot wide strip topo for design of proposed US 395 pipeline undercrossing.

- B. Site topographic features including:
- i. Contours at 2 feet intervals
 - ii. Spot elevations of hard surfaces at edge of existing highway pavement
 - iii. Existing utility structures including sanitary sewer lids and invert elevations
 - iv. Location of existing waterlines and associated valve boxes
 - v. All other utilities as field located by one-call utility locate service including drainage ditches, channels, and observed structures.
4. Survey horizontal and vertical location data on the borings drilled by the geotechnical subconsultant.

Shannon and Wilson Services

HDR will subcontract with a geotechnical sub consultant to provide the following services:

- 1. Perform two sonic rotary borings, at locations to be determined, to depths of approximately 10 feet below the proposed casing elevation. Approximately 4-inch diameter soil core samples will be obtained and placed in wooden core boxes. SPT samples at 2.5 foot intervals.
- 2. The borings will be backfilled per Washington Department of Ecology and WSDOT requirements.
- 3. Update the geotechnical engineering report from task 100 summarizing observations, exploration, engineering analysis and design/construction recommendations.

City Responsibilities

- 1. Provide "as-built" or construction drawings, lease agreements, and or other documents for the water, sewer, and storm water lines within the subject area.
- 2. Provide City staff to answer questions or make comments on inquiries from HDR or HDR's sub consultants.
- 3. Review draft and final WSDOT permit application submittal documents and responses to agency comments.
- 4. Submit all WSDOT permit applications and responses to agency comments.
- 5. Pay permit fees.

Assumptions

- 1. City will make a final decision to include or not include this optional task at the BODR review meeting from task 100.
- 2. HDR will be able to obtain WSDOT general permit for the survey and geotechnical work within a period of 5 days from submittal of application.
- 3. HDR's survey sub consultant will be able to perform the topographic survey within a period of 5 days from submittal of WSDOT general permit application..
- 4. HDR's geotechnical sub consultant will be able to schedule and mobilize a driller to perform the onsite borings within a period of 5 days from submittal of WSDOT general permit application.
- 5. HDR's survey and geotechnical sub consultants will be able to access the site via an access road off of state route 240. Additional railroad ROW access permits will not be required.

Deliverables

1. Additional design documents that will be included with the Task 202 deliverables.
2. WSDOT general permit application
3. WSDOT Utility Permit application submittal documents.
4. Response to WSDOT comments on applications.
5. Survey data in AutoCAD Civil 3D 2016 format.
6. Updated geotechnical report from task 100

Schedule

The attached schedule is based on an assumed notice to proceed date no later than February 19, 2018. Please note that the schedule includes time for Quality Control (QC) reviews. HDR is allowing itself two weeks for QC reviews on each deliverable and two weeks have been scheduled for each City review. The schedule does not account for optional task 204. A detailed schedule will be prepared and maintained as part of the project.

Fee

Enter fee table or include as an exhibit.

Task	Labor	Expense	Subtotal
Task 201 – Project Management	\$10,290.00	\$260.00	\$10,550.00
Task 202 – Engineering	\$83,590.00	\$4,550.00	\$88,140.00
Task 203 - Permitting	\$17,720.00	\$430.00	\$18,150.00
Total for Tasks 201, 202, and 203)			\$116,840.00
Optional Task 204 – US 395 Crossing	\$16,150.00	\$42,000.0	\$58,150.00
Total for Tasks 201, 202, 203, and 204)			\$174,990.00

Billing Rates by Position

Position	2018
Principle in Charge (PIC)	\$246.82
Project Manager (PM)	\$147.94
Design Lead	\$162.40
Design QC Lead	\$283.81
Permitting Lead	\$211.87
Permitting QC Lead	\$228.70
CAD Manager	\$112.26
Staff Engineer	\$86.40
Junior CAD Tech	\$70.40

Project Accountant	\$117.73
Admin Assistant	\$71.68

Attachment 1: Schedule

Attachment 2: Drawing List

Drawing List for Task 200 – Detailed Design

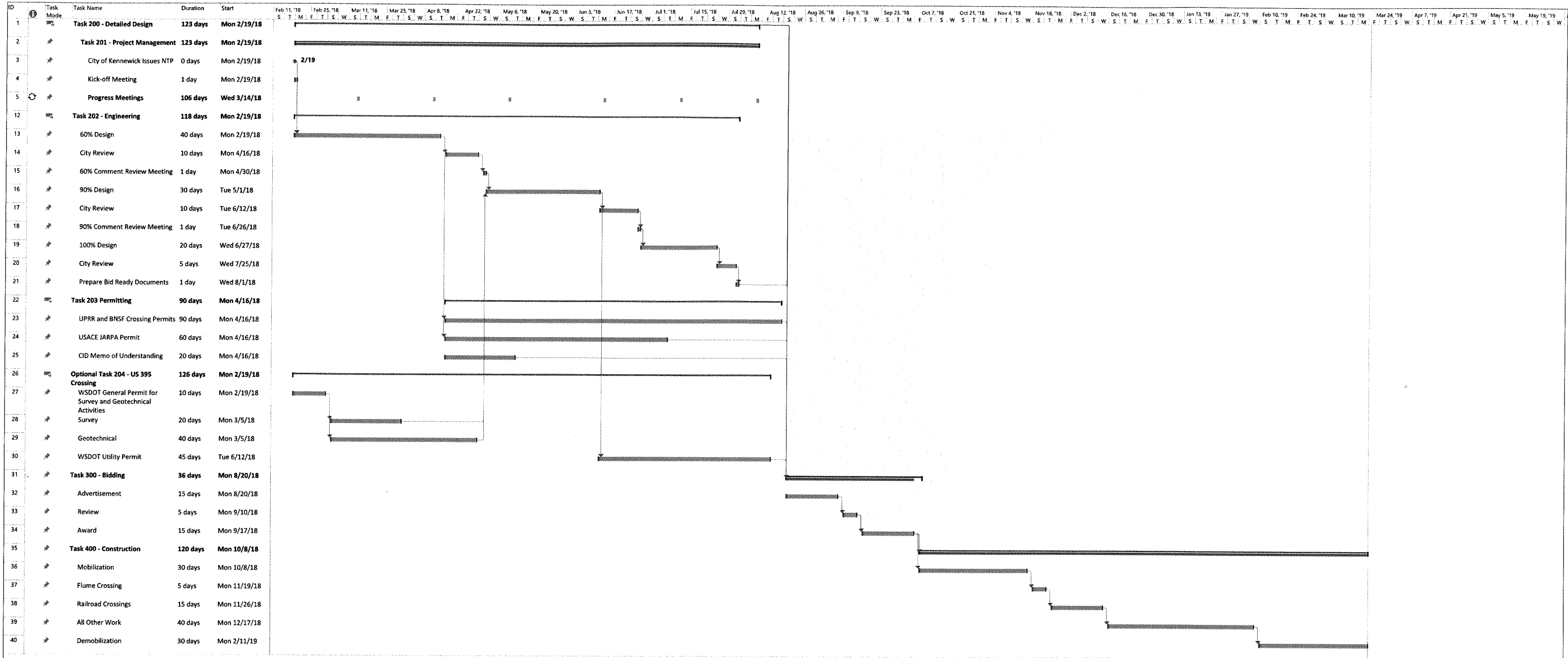
60% DESIGN	SHEET NUMBER	SHEET TITLE
X	G-01	COVER SHEET, DRAWING INDEX, AND LOCATION MAPS
X	G-02	LEGEND AND ABBREVIATIONS
X	G-03	GENERAL NOTES
	G-04	HYDRAULIC PROFILE
X	C-01	OVERALL SITE PLAN
X	C-02	DEMOLITION PLAN
X	C-03	WATERLINE PLAN & PROFILE STA 0+00 TO 9+00
X	C-04	WATERLINE PLAN & PROFILE STA 9+00 TO 18+00
X	CD-01	RANNEY COLLECTOR CONNECTION VAULT PLAN AND SECTIONS
X	CD-02	CIVIL DETAILS 1
	CD-03	CIVIL DETAILS 2
	CD-04	CIVIL DETAILS 3
	CD-05	CATHODIC PROTECTION DETAILS
X	CD-06	RAILROAD CROSSING DETAILS
X	CD-07	CID CROSSING DETAILS
	TESC-1	TEMPORARY EROSION CONTROL PLAN
SHEET LIST FOR THE OPTIONAL TASK 204 – US 395 CROSSING		
	C-05	US 395 CROSSING PLAN & PROFILE
	CD-08	WSDOT CROSSING DETAILS

Attachment 3: Specification List

Preliminary Specification List for Task 200 – Detailed Design

Spec #	CSI #	Name
1.	DIVISION 0 – BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT	
2.	00 11 16	INVITATION TO BID
3.	00 20 13	INSTRUCTIONS TO BIDDERS
4.	00 43 93	BIDDER CHECKLIST
5.	00 22 13	PREVAILING WAGE RATES
6.	00 43 36	PROPOSED SUBCONTRACTORS
7.	00 43 37	PROPOSED SUPPLIERS
8.	00 51 00	NOTICE OF AWARD/LIMITED NOTICE TO PROCEED
9.	00 55 00	NOTICE TO PROCEED
10.	00 55 11	ACCEPTANCE OF NOTICE TO PROCEED
11.	00 35 00	GOVERNMENT AGENCY RULES AND REGULATIONS FORMS
12.	00 41 13	EJCDC C-410 BID FORM
13.	00 43 13	EJCDC C-430 BID BOND (PENAL SUM FORM)
14.	00 43 15	EJCDC C-435 BID BOND (DAMAGES FORM)
15.	00 52 13	EJCDC C-520 AGREEMENT
16.	00 61 13	EJCDC C-610 PERFORMANCE BOND
17.	00 61 14	EJCDC C-615 PAYMENT BOND
18.	00 62 14	CERTIFICATE OF LIABILITY INSURANCE
19.	00 72 13	EJCDC C-700 GENERAL CONDITIONS
20.	00 73 00	EJCDC C-800 SUPPLEMENTARY CONDITIONS
21.	DIVISION 1 – GENERAL REQUIREMENTS	
22.	01 11 00	SUMMARY OF WORK
23.	01 11 20	JOB CONDITIONS
24.	01 21 00	ALLOWANCE
25.	01 25 13	PRODUCT SUBSTITUTIONS
26.	01 26 13	REQUESTS FOR INFORMATION (RFI)
27.	01 29 73	SCHEDULE OF VALUES
28.	01 30 00	SPECIAL CONDITIONS
29.	01 31 19	PROJECT MEETINGS
30.	01 32 16	CONSTRUCTION SCHEDULE
31.	01 33 00	SUBMITTALS
32.	01 33 04	OPERATION AND MAINTENANCE MANUALS
33.	01 35 05	ENVIRONMENTAL PROTECTION AND SPECIAL CONTROLS
34.	01 61 03	EQUIPEMENT: BASIC REQUIREMENTS
35.	01 65 50	PRODUCT DELIVERY STORAGE AND HANDLING
36.	01 71 14	MOBILIZATION AND DEMOBILIZATION

Spec #	CSI #	Name
37.	01 73 29	DEMOLITION, CUTTING AND PATCHING
38.	01 74 13	CLEANING
39.	01 75 00	SYSTEM STARTUP
40.	DIVISION 5 – METALS	
41.	05 50 00	METAL FABRICATIONS
42.	DIVISION 8 – Openings	
43.	08 31 00	ACCESS DOORS
44.	DIVISION 9 - FINISHES	
45.	09 91 00	PAINTING AND PROTECTIVE COATINGS
46.	DIVISION 31 - EARTHWORK	
47.	31 10 00	SITE CLEARING
48.	31 23 00	EARTHWORK
49.	31 23 33	TRENCHING, BACKFILLING, AND COMPACTING FOR UTILITIES
50.	31 25 00	SOIL EROSION AND SEDIMENT CONTROL
51.	DIVISION 32 – EXTERIOR IMPROVEMENTS	
52.	32 12 16	ASPHALTIC CONCRETE VEHICULAR PAVING
53.	32 16 13	CONCRETE CURB AND GUTTER
54.	32 16 23	CONCRETE SIDEWALK AND STEPS
55.	DIVISION 33 - UTILITIES	
56.	33 05 15	PRECAST CONCRETE UTILITY STRUCTURES
57.	33 11 13	WATERMAIN CONSTRUCTION
58.	DIVISION 40 – PROCESS INTERCONNECTIONS	
59.	40 05 00	PIPE AND PIPE FITTINGS: BASIC REQUIRMENTS
60.	40 05 19	PIPE: DUCTILE
61.	40 05 51	VALVES: BASIC REQUIREMENTS
62.	40 05 52	MISCELLANEOUS VALVES
63.	40 05 63	BALL VALVES
64.	40 05 64	BUTTERFLY VALVES



Council Agenda Coversheet 	Agenda Item Number	3.g.	Council Date	12/18/2018	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Toyota Center Mechanical Room				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #	18-042	Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Finance					

Recommendation

That City Council award Contract 18-042 Toyota Center Mechanical Room Addition to O'Brien Construction for \$3,148,065.24 plus a 10% contingency of \$314,807.00 for a total of \$3,462,872.24 and authorize the City Manager to sign the contract.

Motion for Consideration

I move to award Contract 18-042 Toyota Center Mechanical Room Addition to O'Brien Construction for \$3,148,065.24 plus a 10% contingency of \$314,807.00 for a total of \$3,462,872.24 and authorize the City Manager to sign the contract.

Summary

Three Bids were received on October 25, 2018 as follows:

O'Brien Construction Company - \$3,148,065.24
DGR Grant Construction, Inc. \$3,263,666.61
Wellens Farwell, Inc. \$3,426,563.19

Engineers Estimate - \$3,200,000 - \$3,800,000

This project is for the Construction of a new mechanical building and installation of refrigeration equipment to replace aging equipment for making the ice sheets at the Toyota Center Arena and Coliseum. The new equipment will provide some redundancy between the buildings, allow for easier maintenance, longer equipment life and energy savings. Funding source is a transfer from the Capital Improvement Fund.

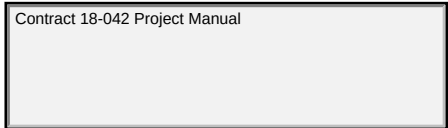
State law requires that we award contracts to a responsible bidder with the lowest responsive bid. We have reviewed all bids and determined them all to be responsive. We are recommending award of this project to O'Brien Construction Company who we have determined to be a responsible bidder with the lowest responsive bid.

Alternatives

None recommended.

Fiscal Impact

This project will be paid from the Coliseum (Toyota Center & Arena) enterprise fund utilizing funding provided through a transfer from Capital Improvement Fund reserves that had previously been identified as a funding source for major capital improvements required at these facilities.

Through	John Noble Dec 11, 14:45:08 GMT-0800 2018	Attachments: 
Dept Head Approval	Dan Legard Dec 12, 10:55:41 GMT-0800 2018	
City Mgr Approval	Marie Mosley Dec 13, 19:24:54 GMT-0800 2018	

☐ Recording Required?

CONTRACT 18-042 Project Manual



City of Kennewick
Toyota Center Mechanical Room Addition
RFB18-020
Kennewick Washington

KDA Project No. 201816
26 September 2018

SET #



KDA ARCHITECTURE

1310 North 16th Avenue, Yakima, WA 98902
T 509 575 5408
www.KDAarchitecture.com



COVER PAGE

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 10	Table of Contents
00 11 00	Advertisement for Bids
00 21 00	Instructions to Bidders
	Exhibit #2: RFB for Refrigerant System
00 31 32	Geotechnical Data
	Exhibit #1: Geotechnical Report
00 41 00	Bid Form
00 41 05	Bid Bond
00 41 10	Subcontractors List
00 72 00	General Conditions
00 80 00	Contract Documents
00 80 05	Public Work Contract
00 80 10	Payment Bond
00 80 11	Performance Bond
00 80 12	Retainage Bond
00 80 15	E-verify Requirements
00 80 16	E-verify Affidavit
00 80 20	Wage Payment Certification
00 80 30	Spill Prevention Plan
00 80 40	Monthly Subcontractors List

Addenda 1-3 RFB18-020

DIVISION 01 – GENERAL REQUIREMENTS

01 10 00	Summary
01 25 00	Substitution Procedures
01 26 00	Contract Modification Procedures
01 29 00	Payment Procedures
01 31 00	Project Management and Coordination
01 32 00	Construction Progress Documentation
01 33 00	Submittal Procedures
01 40 00	Quality Requirements
01 42 00	References
01 50 00	Temporary Facilities and Controls
01 60 00	Product Requirements
01 73 00	Execution
	Exhibit #3: FM Global “Guide to Hot Work Loss Prevention”
01 74 19	Construction Waste Management and Disposal
01 77 00	Closeout Procedures
01 78 23	Operation and Maintenance Data
01 78 39	Project Record Documents
01 79 00	Demonstration and Training

DIVISION 02 – EXISTING CONDITIONS

02 41 19	Selective Demolition
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DIVISION 03 – CONCRETE

- 03 10 00 Concrete Forming and Accessories
- 03 20 00 Concrete Reinforcing
- 03 30 00 Cast-In-Place Concrete

DIVISION 04 – MASONRY

- 04 22 00 Concrete Unit Masonry

DIVISION 05 – METALS

- 05 12 00 Structural Steel Framing
- 05 50 00 Metal Fabrications
- 05 51 19 Metal Grating Stairs
- 05 70 00 Decorative Metal

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

- 06 10 00 Rough Carpentry
- 06 16 00 Sheathing
- 06 18 00 Glued-Laminated Construction

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

- 07 19 00 Water Repellents
- 07 21 00 Thermal Insulation
- 07 25 00 Weather Barriers
- 07 26 00 Vapor Retarders
- 07 41 13 Formed Metal Roof Panels
- 07 46 46 Fiber-Cement Siding
- 07 54 23 Thermoplastic-Polyolefin (TPO) Roofing
- 07 71 00 Roof Specialties
- 07 92 00 Joint Sealants

DIVISION 08 – OPENINGS

- 08 11 13 Hollow Metal Doors and Frames
- 08 33 23 Overhead Coiling Doors
- 08 71 00 Door Hardware

DIVISION 09 – FINISHES

- 09 29 00 Gypsum Board
- 09 91 13 Painting

DIVISION 10 – SPECIALTIES

10 44 16 Fire Extinguishers
10 44 20 Knox Box

DIVISION 21 – NOT USED

DIVISION 22 – MECHANICAL

22 05 01 Mechanical General Requirements
22 13 00 Sanitary Waste and Vent Piping

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING

23 31 02 Galvanized Ductwork and Accessories

DIVISION 24 – INDUSTRIAL MECHANICAL

24 05 29 Pipe Supports
24 10 00 Pipe and Fittings

DIVISION 26 – ELECTRICAL
Refer to drawings.

DIVISION 27 – NOT USED

DIVISION 28 – NOT USED

DIVISION 31 – EARTHWORK

31 05 16 Aggregates for Earthwork
31 10 00 Site Clearing
31 23 16 Excavation
31 23 17 Trenching
31 23 23 Fill

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 12 16 Asphalt Paving
32 13 16 Concrete Paving

END OF SECTION

ADVERTISEMENT FOR BIDS

City of Kennewick
RFB18-020 Toyota Center Mechanical Room Addition
Date of Bid Opening: October 18, 2018

NOTICE TO CONTRACTORS:

Bid Submittal: Sealed bids will be received for the above-referenced project by the City of Kennewick, at the Dan Frost Municipal Building, 1010 E. Chemical Drive, Kennewick, WA 99336.

Bids must be received by the City at the location noted above *no later than 2:00 p.m., Pacific Time, on Thursday, October 18th, 2018*. Bids will then be publicly opened and read aloud. Bids received after the date and hour stated above will not be accepted or considered.

Project Description: The project includes the following work: Approximately 2000 square foot utility building to house ammonia refrigeration and glycol system equipment; type “V-B” construction; single story with a penthouse; slab on grade, concrete masonry unit bearing walls; wood roof structure; HVAC; plumbing; electrical; site work and other Work indicated in the Contract Documents. The refrigeration system will be bid separately but assigned and added to work of the Mechanical Room Addition Contractor.

Engineer’s Estimate: The range of the Engineer’s Estimate for this project is between \$3,200,000 and \$4,000,000.

Pre-Bid Meeting: A Pre-Bid Meeting and site walk-through will be held at 10:00AM on *Wednesday, October 10th, 2018* at the project site: 7000 W. Grandridge Boulevard, Kennewick, WA 99336 (start at ticket office window for Toyota Center). The City strongly urges all bidders to attend. This will be the primary opportunity for bidders to visit the Project site. Site visits may also be coordinated through the Owner’s Representative – Rob Gierke 509.551.4846.

Bid Documents: Bidders may obtain or access plans, specifications, and addenda for this project through a third party online web portal, Public Purchase. If you are not already registered with Public Purchase please follow the instructions posted on the City’s website at: www.go2kennewick.com/BidOpportunities to complete the two step registration process.

Bid Guaranty: Bidder must submit with its bid either a surety company bid bond on a form provided by the Owner, or a cashier’s or certified check payable to the order of the City of Kennewick, in an amount not less than five percent (5%) of the total amount of the Bid that could be awarded. Bids not accompanied by an appropriate bid guaranty may be rejected as non-responsive. No bidder may withdraw its bid after the bid submission deadline, unless the award of the contract is delayed for a period exceeding 60 days from the bid submission deadline.

Questions: Questions about this project should be directed to the following individual. Depending on the nature of the question, the City may require the Bidder to put a question in writing.

Contact Person: Erik Dodge, Associate Architect, KDA Architects
Phone Number: 509.575.5408
Fax Number: 509.453.0293
E-mail Address: erik.dodge@kdaarchitecture.com

At its sole discretion, the City of Kennewick reserves the right to reject any or all bids, and to waive as an informality any immaterial irregularities in the bids received.

John Noble, Purchasing and Fleet Manager, City of Kennewick

Date(s) of Publication: October 3rd & 7th, 2018

END OF SECTION

Section 00 21 00
INSTRUCTIONS TO BIDDERS

1. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. Examination of Site and Requirements: Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, that it has carefully examined the Bid Documents and the work site, and that it has investigated and satisfied itself as to all general and local conditions, and with all applicable Federal, State, Benton County, and City of Kennewick laws, ordinances, rules, and regulations that may in any manner affect the performance of the Work or its cost.
- B. Pre-Bid Meeting: The Project site is available for inspection for prospective bidders at a Pre-Bid Meeting and walk-through, as indicated in the Advertisement for Bids, and existing conditions should be examined. This will be the primary opportunity for bidders to visit the project site. The Advertisement for Bids specifies whether attendance at the Pre-Bid Meeting and walk-through is mandatory or optional.
- C. Surface and Subsurface Conditions: Bidder acknowledges that it has satisfied itself as to the 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 all exploratory work done by Owner, as well as from the drawings and specifications made a part of the Bid Documents. Bidder also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Bid Documents, made such additional surveys and soil investigations as it deems necessary for the performance of the Work at the Total Bid amount, in accordance with the requirements of the Bid Documents, and that it has correlated the results of all such data with the requirements of the Bid Documents.
- D. Conditions at the Project Site: Bidder acknowledges that adjoining areas will be conducting normal operations during the work. Bidder should anticipate pedestrian and traffic congestion, limited parking, and the requirement that the work be coordinated with ongoing operations.
- E. Bidder Acknowledgement: Bidder acknowledges that its bid is based upon a schedule and assumptions which incorporate these conditions.
- F. Questions and Addenda: Owner assumes no responsibility for any conclusions or interpretations made by Bidder based on the information made available by Owner. Should a Bidder find conflicts, errors, discrepancies, or omissions in the Drawings or Specifications, or should Bidder be in doubt as to their meaning or interpretation, Bidder shall at once notify the Owner in writing. At the Owner's discretion, questions received less than five (5) calendar days before the bid submission deadline may not be answered. If appropriate, Owner will send explanations, interpretations, or modifications to all bidders by written addenda. Oral explanations and interpretations by the Owner shall not be binding. All addenda issued shall be incorporated into the Contract Documents.

2. BID DOCUMENTS:

The bid documents for this project will be made available through a third party online web portal, Public Purchase. If you are not already registered with Public Purchase please follow the instructions posted on the City's website at: www.go2kennewick.com/BidOpportunities to complete the two step registration process.

3. PREPARATION OF BIDS

Bidder shall comply with the following instructions in preparing its bid.

- A. Complete Bid Form: The name, address, Washington State Contractor's registration number of Bidder, and other information required shall be typed or printed on the Bid Form in the spaces provided. The Bidder's business name must match the name on the bid guaranty.
- B. Use Bid Forms: Bid submittal shall include all forms and submittals required in the bid documents and as modified by addendum. The minimum submittal requirements are noted below:

00 41 00	BID FORM
00 41 05	BID BOND (or Cashiers/Certified Check)
00 41 10	SUBCONTRACTORS LIST (If bid greater than \$1,000,000)

- C. Fill in Blanks: All blank spaces on the Bid Form must be filled in by the Bidder. Bidder must submit a bid amount for all Alternates, Additives, Deductives, unit prices, and other prices indicated on the Bid Form. When bidding on items for which there is no charge, Bidder shall write the words "No Charge," "zero," or "0.00" in the space provided on the Bid Form. If a Bidder fails to submit a bid price for any item, notes "no bid" or similar language for any item, or does not fill in all blank spaces on the Bid Form, the bid may be rejected as non-responsive.
- D. Sign Bid Form: The Bidder shall manually sign the Bid Form in ink by an authorized representative of the Bidder.
- E. Initial Corrections: Corrections made to entries on the Bid Form should be initialed by an authorized representative of the Bidder. If a Bidder fails to initial a corrected entry or entries, and/or the correction is not clear, the bid may be rejected as non-responsive at the sole discretion of the City.
- F. Subcontractors List: If this project is estimated to cost \$1 million or more, the Owner has included a Subcontractors List form as part of the Bid Documents, and the Bidder shall complete and submit the Subcontractors List form within 30 minutes of the bid submission deadline, indicating the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The Bidder shall not list more than one firm (subcontractor or Bidder) for each category of work identified, unless subcontractors vary with bid Alternates or Additives, in which case the Bidder must indicate which firm will be used for which Alternate or Additive. Failure of the Bidder to submit as part of the bid the names of such subcontractors, or to name itself to perform such work, or the naming of two or more subcontractors to perform the same work shall render the Bidder's bid nonresponsive and, therefore, void. The requirement of this section to name the Bidders' proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the Bidder. The Subcontractors List must be submitted in a sealed envelope (1) addressed to the office specified in the Advertisement for Bids and (2) showing the name of the project, the name and address of Bidder, and marked as "Subcontractors List."
- G. Acknowledge Addenda: Bidders shall acknowledge receipt of all addenda by identifying the addendum number in the space provided on the Bid Form. Failure to acknowledge all addenda may lead to rejection of the bid as non-responsive at the sole discretion of the City.

4. BID PRICES

- A. Estimated Quantities: Any quantities on the Bid Form are estimates and are stated for bid comparison purposes. The Owner does not warrant expressly or by implication that the actual quantities of work will correspond with the estimated quantities. The Owner will pay the Contractor based on actual quantities of each item of work completed in accordance with the Contract Documents.
- B. Filing Fees: Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of Bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.
- C. Sales Tax: The bid shall include all taxes imposed by law except Washington State Sales Tax. Sales tax shall not be included in the bid price(s), except as noted on the Bid Form.
- D. Bid Allowances: Bidder shall include in the bid all allowances provided on the Bid Form or elsewhere in the Bid Documents. Owner will pay the difference if the actual cost exceeds the allowance.
- E. **Ammonia Refrigeration and Glycol System RFB18-019:** *The Owner will bid the work of RFB18-019 separately and it will be assigned to the General Contractor awarded the contract resulting from this bid - RFB18-020. This method is being used to expedite selection, final design and ordering of long lead equipment required for the ammonia refrigeration and glycol system. The Bid Form includes an amount that is to be used for bidding purposes, and will be included in the value of the contract for RFB18-020. Bidder is to provide a percentage mark-up and a calculated total in the spaces provided to determine payment for all costs in their bid associated with assuming the requirements of the RFB18-019 contract, including but not limited to, all supervision, coordination, insurance, bonding, overhead, profit and payments. RFB18-019 bid documents are included with this bid package for reference as Exhibit 2.*
- F. Trench Safety System Bid: If this project will involve trench excavation in excess of a depth of four feet, Bidder must include a lump sum dollar amount in the space indicated on the Bid Form for the cost of the trench safety systems for the trench excavation. The costs of trench safety systems shall not be considered as incidental to any other contract item, and any attempt to include the trench safety systems as an incidental cost is prohibited. Identification of this amount is an acknowledgment that the Bidder has considered proper safety provisions in the bid amount but does not relieve the Bidder of responsibility for full compliance with all laws and statutes regardless of their actual cost. A bid that identifies the cost of the trench safety systems as "N/A," "zero," or "0.00" shall be declared non-responsive.
- G. Insurance and Bonds: Bidder shall include in its bid the cost of all insurance and bond costs required by the Contract Documents to complete the base bid work and all additives and alternates.

5. SPECIFIED PRODUCTS

- A. Bid Products Identified: Bids must be based upon use of items named in the specifications, or approved equals or substitutions. In certain cases, specific items have been named because of operational or maintenance considerations; approval of equals or substitutions should not be assumed.
- B. Substitution Requests: Requests for approval of equals or substitutions must be made in writing and received by the Owner at least 10 days prior to the bid submission deadline. Said request must include complete descriptions, technical data, and performance records. Any approval of the proposed equal or substitution will be made by addendum issued to all Bidders. See Section 01 60 00, Product Requirements, for instructions.

6. BID GUARANTY

- A. Form and Amount: Bidder shall submit with its bid either a surety company bid bond on the form provided by the Owner, or a cashier's or certified check payable to the order of the City of Kennewick, in an amount not less than five percent (5%) of the total amount of the Bid and any Additives and Alternates that could be awarded including sales tax. Bids not accompanied by an appropriate bid guaranty may be rejected as non-responsive at the sole discretion of the City.
- B. Bids Valid: The award of a contract, if it be awarded, shall be made within 60 calendar days after the bid submission deadline. No Bidder may withdraw its bid after the bid submission deadline, unless the award of the contract is delayed for a period exceeding 60 days from the bid submission deadline. The Owner reserves the right, for a period of 60 calendar days following the bid submittal deadline, to initiate or rescind acceptance of any Alternate or Additive Bid in the amounts bid on the Bid Form.
- C. Holding Bid Guaranties: Owner reserves the right to hold the bid guaranties of all Bidders until the successful Bidder has entered into a contract with the Owner, or for a period of 60 days, whichever is the shorter time.
- D. Forfeiture of Bid Guaranty: If the successful Bidder fails to enter into a contract with the Owner and provide satisfactory performance and payment bonds, e-verify certification and evidence of insurance within the days specified herein, the bid guaranty shall be forfeited to the Owner.

7. SUBMISSION OF BIDS

- A. Bid Receipt Deadline: Bidders must submit their bids on the Bid Form included with the Bid Documents prior to the deadline established in the Advertisement for Bids. Any bid received after the bid submission deadline will not be accepted or considered and will be returned unopened. The official time for determining whether a bid has been submitted in a timely manner will be identified by signage and will be located in the lobby of the Dan Frost Municipal Services Building. Bids received prior to the bid submission deadline will be publicly opened and read aloud shortly after the deadline.
- B. Sealed Bid Envelope: Bids and bid modifications must be submitted in sealed envelopes or packages (1) addressed to the office specified in the Advertisement for Bids and (2) showing the name of the project, bid opening date and time, and the name and address of Bidder.
- C. Evidence of Bid Receipt: The only acceptable evidence to establish the time of receipt of a bid at the office designated in the Advertisement for Bids is the time/date stamped or printed by Owner on the bid envelope or other documentary evidence of receipt maintained by Owner.
- D. Prohibited Forms of Bids: Receipt of bids and bid modifications by e-mail, facsimile, telephone, other electronic means, or orally will not be considered.
- E. Withdrawal of Bid: After submitting a bid to the Owner, a Bidder may withdraw its bid if the Owner receives a request from a Bidder to withdraw the bid prior to the bid submission deadline. Any request to withdraw a bid which is received after the bid submission deadline will not be considered.
- F. Modification of Bid: After a Bidder has withdrawn its bid as described in the paragraph above, a Bidder may revise its bid if the Owner receives the revised bid on the required Bid Form prior to the bid submission deadline in a properly marked and sealed envelope. Any bid modification which is received after the bid submission deadline will not be considered.

- G. Modification of Subcontractors List: After submitting the Subcontractors List to the Owner, a Bidder may revise its Subcontractors List if the Owner receives the revised Subcontractors List on the required form prior to the submission deadline for the Subcontractors List, and the revised Subcontractors List shall be submitted in a properly marked and sealed enveloped prior to the submission deadline for the Subcontractors List. Any modification to the Subcontractors List which is received after the submission deadline for the Subcontractors List will not be considered.

8. CLAIM OF ERROR

- A. Submission of Claim of Error: A Bidder who wishes to claim error after the bids have been opened shall submit a signed statement, accompanied by original work sheets used in the preparation of the bid, requesting relief from the responsibilities of award. The statement shall describe the specific error(s) and certify that the work sheets are the originals used in the preparation of the Bid. The statement and original work sheets shall be submitted in person or by courier to:

City of Kennewick
Purchasing Department
414 E. 10th Avenue
Kennewick, Washington 99336
John.noble@ci.kennewick.wa.us

by 5:00 p.m. on the Business Day after the bid submission deadline or the claim will not be considered. The Owner reserves the right to extend this deadline at its discretion.

- B. Review by Owner: The Owner will review the certified work sheets to determine the validity of the claimed error. If the Owner concurs in the claim of error, the Bidder will be relieved of responsibility, the bid will be withdrawn from the bid pool, and the bid guaranty of the Bidder will be returned. Thereafter, at the discretion of the Owner, all bids may be rejected or award made to the next lowest responsible Bidder with a responsive Bid. A low Bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if the project is re-bid.

9. BID EVALUATION

- A. Non-Responsive Bids: Bids which are incomplete, conditioned or qualified in any way, contain erasures or alterations, include alternate bids or other items not called for on the Bid Form and in the Bid Documents, are not in conformity with the law or with these Instructions, contain a statement by the Bidder reserving the right to accept or reject an award or to enter into the contract, or include any other irregularity shall be rejected as nonresponsive if the irregularity is material and may be rejected as nonresponsive if the irregularity is not material. Only the amounts and information asked for on the Bid Form furnished will be considered as the bid. Failure to submit either the Bid Form or Subcontractors List (if applicable) within the allotted times as described in the Advertisement for Bids, Section 00 11 00, shall render the entire bid nonresponsive.
- B. Multiple Bids: If more than one bid is submitted by a Bidder, or by any person or persons representing the Bidder, all such bids shall be rejected as non-responsive. A party who has submitted subcontract or supply prices to a Bidder may submit prices to other Bidders, and may submit a direct and complete bid for the project to the Owner on its own behalf.
- C. Unbalanced Bids: The Owner may consider a bid irregular and reject it as non-responsive if any of the bid item or other prices are excessively unbalanced (either above or below the amount of a reasonable bid) to the potential detriment of the Owner.

- D. Tied Bids: After bids have been opened, if two or more of the lowest responsive bids have Total Bid amounts that are exactly equal, then the following drawing process will be used to break the tied bids and determine the successful Bidder. Two or more slips of paper will be marked as follows: one marked “Winner” and the other(s) marked “Unsuccessful.” The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked “Winner” will be determined to be the successful Bidder and eligible for award of the contract. Only those Bidders who submitted a Total Bid amount that is exactly equal to the lowest responsive Bid are eligible to draw.
- E. Waiving Irregularities: Owner reserves the right to reject any or all bids, and to waive as an informality any immaterial irregularities in the bids received.
- F. Correcting Bid Prices: After bid opening, bids will be checked for correctness of bid item price extensions and the total bid price. A discrepancy between a bid item price and the extended amount of any bid item shall be resolved by accepting the bid item price as correct. If a minimum bid amount has been established for any item and the Bidder’s unit or lump sum price is less than the minimum specified amount, the Owner will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension.
- G. Unclear Bid Prices: The Owner reserves the right to reject as non-responsive any bid in which the Owner is unable to determine from the face of the bid the price or prices intended to be bid by the Bidder.
- H. Award of Additives, Alternates, Deductives: The low bid shall be determined by the sum of the Base Bid (the summation of bid item price extensions, corrected where necessary), plus any combination of Additives, Alternates, and/or Deductives that the Owner decides, in its sole discretion, to include in the contract award. Additives, Alternates, and/or Deductives may be selected in any order that the Owner chooses. The numbering of the Additives, Alternates, and/or Deductives on the Bid Form bears no relationship to the order in which they may be selected by the Owner. The summation of extensions, corrected where necessary, and including any applicable Additives, Alternates, Deductives, and sales taxes, will be used to fix the awarded contract price and the amount of the payment and performance bonds.
- I. Unit Prices: If the Bid Form includes a supplemental schedule of unit prices for labor and materials, or other items for the purpose of establishing a cost basis for unforeseen contract changes, Owner reserves the right to reject, without impairing the balance of the bid, any or all such predetermined unit prices, and negotiate such unit prices during the term of the contract.
- J. Bid Evaluation Documentation and Meeting: In order to verify that the Bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the Bidder shall, upon request of the Owner, promptly make available for the Owner’s review a complete itemization and breakdown of its Total Bid amount, a description of the Bidder’s understanding of the Work, and a proposed schedule. Prior to award, upon request of the Owner, the Bidder and proposed subcontractors and suppliers shall attend a bid evaluation meeting with the Owner, and shall bring to the meeting any documents requested by the Owner to assist the Owner in evaluating the bid and the Bidder’s understanding of the Project. In the event the Bidder refuses to provide the requested information or attend the bid evaluation meeting, the Owner may reject the bid as non-responsive.
- K. Reciprocal Bid Preference: In accordance with RCW 39.04.380, 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 percent advantage provided by the nonresident

contractor's home state. For the purpose of determining the successful Bidder, Owner will multiply the nonresident contractor bid amount by the CPD. The "bid amount" shall be the total of the Base Bid and all accepted Alternate, Additive, and Deductive bid items. The CPD shall be added to the nonresident contractor bid amount to establish the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington State contractor bid amounts, and other nonresident contractors whose states do not provide in-state percentage bidding preferences. The Bidder with the lowest total shall be the successful Bidder. See example below:

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

When Nonresident Disadvantage Total is Low: If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, and other nonresident contractors whose states do not provide in-state percentage bidding preferences, the Alaska nonresident contractor is the low bidder and will be awarded a contract for the bid amount of \$100,000, provided that they are determined to be a responsible bidder with a responsive bid.

When Nonresident Disadvantage Total is High: If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, or other nonresident contractors whose states do not provide in-state percentage bidding preferences, the lowest bidder will be awarded a contract for the bid amount, provided that they are determined to be a responsible bidder with a responsive bid.

Definition of Nonresident Contractors: A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

- a) Is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.
- b) 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.

Not Applicable to Small Works Roster Projects: The Reciprocal Bid Preference requirements described above do not apply for public works projects bid through the Small Works Roster process.

10. LOW RESPONSIBLE BIDDER

- A. Mandatory Bidder Responsibility Criteria (RCW 39.04.350): It is the intent of Owner to award a contract to the low responsible bidder. Before award, the Bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have 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), or be suspended or debarred from working on a federally funded project according to the federal website www.sam.gov.
 5. 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 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. Successful bidder will be required to sign certification of compliance with contract documents – Sample provided for informational purposes in Section 00 80 00.
- B. Supplemental Bidder Responsibility Criteria: In addition to the bidder responsibility criteria above, the Bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:
1. Claims Against Retainage and Bonds: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects during the previous three years, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have owned.
 2. Lawsuits: The Bidder shall not have lawsuits with judgments entered against the Bidder within five years of the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner. For the purpose of this criterion, "Bidder" shall include the registered construction company submitting the bid, as well as the owner(s) of the company and any other construction companies the owner(s) may currently or previously have.
 3. Termination for Cause / Termination for Default: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency during the five year period immediately preceding the bid submittal deadline for this project, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Owner.
- C. Documentation to be Submitted for Meeting Supplemental Bidder Responsibility Criteria: As evidence that the Bidder meets the bidder responsibility criteria in paragraph B above, the

apparent low bidder must submit documentation as may be required below to the Owner within 24 hours of the bid submission deadline. The Owner reserves the right to request such documentation from other bidders also.

1. Claims Against Retainage and Bonds: The Bidder shall submit a list of the public works projects completed by the Bidder (as defined above under Supplemental Bidder Responsibility Criteria) within the previous three years and include for each project the following information:
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.
 - The Owner may contact previous owners to validate the information provided by the Bidder.
 2. Lawsuits: The Bidder shall submit a list of lawsuits with judgments entered against the Bidder (as defined above under Supplemental Bidder Responsibility Criteria) within five years of the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Owner shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet terms of construction related contracts. The Owner may also evaluate lawsuits within the time period specified that are not reported by the Contractor.
 3. Termination for Cause / Termination for Default: The Bidder shall sign a statement (on a form to be provided by the Owner) that the Bidder has not had any public works contract terminated for cause by a government agency during the five year period immediately preceding the bid submittal deadline for this project. The Owner may also use independent sources of information to demonstrate whether the Bidder is in compliance with this criterion.
- D. Process When Supplemental Bidder Responsibility Criteria Not Met: If the Owner determines the Bidder does not meet the Bidder responsibility criteria in paragraph B above and is therefore not a responsible bidder, the Owner shall notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Owner's determination by presenting additional information to the Owner. The Owner will consider the additional information before issuing its final 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 business days after the Bidder determined to be not responsible has received the final determination.

11. CONTRACT AWARD AND EXECUTION

- A. Award: The formal acceptance by the Owner, through an award administratively or by its City Council, of the lowest responsive bid of a responsible bidder that is within the budget available for the project, will be in the form of a written notice of award of public works contract to the Bidder issued by the Owner electronically or mailed to the Bidder's address shown on the Bid Form.
- B. Contract Execution: The Contract Documents required upon award of this contract are provided for informational purposes in Section 00 80 00 and are subject to change. Within ten (10) calendar days after the notice of award date, Bidder shall submit two (2) signed originals of the Contract; certificate of insurance and endorsements as required in the Contract Documents; Affidavit of compliance with e-verify; Certification of Compliance with Wage Payment Statutes; separate Payment, Performance and Retainage Bonds, each for 100% of the Contract Award

Amount plus Washington State Sales Tax. The bonds shall be on forms furnished by the Owner. The bonds must be signed by an approved surety (or sureties) that:

1. Is registered with the Washington State Insurance Commissioner;
 2. Appears on the current Authorized List in the State of Washington published by the Office of the Insurance Commissioner; and
 3. Has a current rating of at least A-VII in A.M. Best's Key Rating Guide or is included in the U.S. Department of the Treasury's Listing of Approved Sureties (Circular 570).
- C. Failure to Execute Contract: If the successful Bidder, after award of the Contract, fails to execute the Contract or provide insurance documentation and bonds as required within the time specified, Owner may revoke award of the Contract and the bid guaranty may be retained by Owner.

12. DEFINITION AND SECTION TITLES

- A. Bid Documents: The Bid Documents include all of the documents issued by the Owner as part of soliciting bids for the Project, including but not limited to the following: Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, Modifications to General Conditions, Specifications and Drawings.
- B. Captions and Headings: The titles of sections in these Instructions to Bidders are for convenience only and do not define or limit the contents.

END OF SECTION

1.1 GEOTECHNICAL DATA

- A. A geotechnical investigation report for Project, prepared by GN Northern Inc., dated June 2018, is available for viewing as appended to this Document as "Exhibit #1".
1. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.
 2. Any party using information described in the geotechnical report shall make additional test borings and conduct other exploratory operations that may be required to determine the character of subsurface materials that may be encountered.
 3. Because subsurface conditions indicated by the soil borings are a sampling in relation to the entire construction area, and for other reasons, the Owner, the Architect, the Architect's consultants, and the firm reporting the subsurface conditions do not warranty the conditions below the depths of the borings or that the strata logged from the borings are necessarily typical of the entire site. Any party using the information described in the soil borings and geotechnical report shall accept full responsibility for its use.
- B. Related Requirements:
1. Document 00 21 13 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

END OF DOCUMENT

Section 00 41 00
BID FORM – Addendum #3

TO: City of Kennewick
Dan Frost Municipal Building
1010 E. Chemical Drive
Kennewick, Washington 99336

BID:

Pursuant to and in compliance with the Bid Documents, the undersigned Bidder agrees to perform the Work for the following Total Bid amount for the above-referenced project:

Item	Description	Quantity	Unit	Total Price Dollars/Cents	
1	Lump Sum Bid (without sales tax, and except for items below)	1	LS	\$ 1,007,363. ⁹²	✓
2	Allowance for Ammonia Refrigeration and Glycol System contract assignment – see Section 4.E of the Instructions to Bidders Division 00 21 00.	1	Allowance	\$2,200,000.00	✓
3	RFB18-019 Contract Assignment Mark-Up on Bid Item 2 (Fill In % and extended total)	3	%	66,000	✓
4	Bid for Trench Excavation Safety Systems (Lump Sum without sales tax). Bidder must bid a lump sum dollar amount reflecting the cost of this item in order for the bid to be responsive.	1	LS	0.00	✓
5	Contingency Allowance for Electrical Demolition – labor and materials	1	Allowance	\$4,000.00	✓
Subtotal of Bid Items 1 - 5:				\$ 3,277,363. ⁹²	✓
8.6% Sales Tax:				\$ 281,853. ³⁰	✓
Total Bid:				\$ 3,559,217. ²²	✓

BID FOR TRENCH EXCAVATION SAFETY SYSTEMS:

If the Contract Documents contain any work in which trench excavation will exceed a depth of four feet, all costs for adequate trench safety systems shall be identified as a separate bid item in compliance with RCW 39.04.180. The Bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW and WAC 296-155-650 through WAC 296-155-66411.

SALES TAX:

None of the sums stated in the foregoing include Washington State Sales Tax, except where designated on this Bid Form.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The undersigned Bidder agrees, if awarded the Contract, the Bidder will be ready to start work as required to have the various items of work substantially completed no later than June 15th, 2019, and also agrees to the amount specified herein for Liquidated Damages. The provisions of Section 00 72 00, General Conditions section 3.07, for liquidated damages, remain in effect. It is further agreed that the time for

O'Brien Construction Company
Bidder's Business Name

Z.O.
Initials of Bidder's Representative

completion of the Work described herein is a reasonable time considering the average climatic range and usual industrial conditions prevailing in the locality.

CONTRACT EXECUTION:

- A. Contract Execution: If the Owner awards a contract based on this bid within sixty (60) calendar days of the bid submission deadline, the Bidder agrees to execute a contract for the above work, for compensation computed from the above stated bid amounts, on the City of Kennewick Public Works Contract form.
- B. Bonds and Insurance: Bidder shall submit executed Contract, separate Payment, Performance, and Retainage Bonds, and acceptable evidence of insurance within ten (10) calendar days after receipt of award notice and Public Works Contract form from the Owner.
- C. Failure to Execute Contract: If the successful bidder, upon award of a contract by the Owner, fails to execute the Public Works Contracts or submit the Payment, Performance, and Retainage Bonds, acceptable evidence of insurance, E-Verify Affidavit, Certification of Wage Compliance or any other required documents as required within the time specified, Owner may revoke the award. The bid guaranty may be retained by Owner as liquidated damages, not as a penalty. If a contract is not awarded within sixty (60) days after the bid submission deadline, or if the Bidder delivers a signed Public Works Contract, Payment and Performance Bonds, and acceptable evidence of insurance, then the certified or cashier's check submitted as the bid guaranty shall be returned to the bidder, or the Bid Bond shall become void.

DECLARATION:

- A. Familiarity with Bid Documents and Site: The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for the above-referenced project, and the site where the Work is to be performed and the conditions affecting the Work, and consistent with the Instructions to Bidders.
- B. Bid Guaranty: The Bidder has enclosed a Bid Guaranty in the amount of five percent (5%) of the Total Bid that could be awarded including Alternates, Additives, and retail sales tax if applicable in the form of a cashier's check, certified check, or bid bond.
- C. Validity of Bid: The Bidder agrees that this bid shall be valid and not withdrawn for a period of 60 days from the bid submission deadline.
- D. Proposal to Perform Work: The Bidder hereby proposes to furnish all labor, materials, equipment, and services and to perform all work which may be required to complete the Work within the time fixed and in strict accordance with the Contract Documents for the above-referenced project for the Total Bid indicated above. The bid prices cover all expenses of the Bidder, including but not limited to, overhead, profit, insurance, and bonding, to perform the Work in accordance with the Contract Documents.
- E. Non-Collusion: The Bidder affirms that the bid is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named. The Bidder has not directly or indirectly induced or solicited any bidder on the work to put in a sham bid, or any other person or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder or bidders. The Bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of this bid to the Owner for the project described in the Bid Documents.

O'Brien Construction Company
Bidder's Business Name

Z.O.
Initials of Bidder's Representative

- F. Responsible Bidder Requirements: The Bidder acknowledges that it is in compliance with the bidder responsibility criteria described in the Instructions to Bidders. The Bidder agrees to provide proof of compliance with these requirements upon request by the Owner.
- G. Notice to Proceed: Bidder agrees that if awarded the contract, Bidder will commence work on the date specified in the written Notice to Proceed.
- H. Compliance with Applicable Laws and Regulations: Bidder agrees that if awarded the contract, Bidder will comply with the requirements of all applicable federal, state, and local laws and regulations.

Bidder's Business Name: O'Brien Construction Company Inc

Type of Business:
☐ Sole Proprietorship ☐ Partnership ☒ Corporation (State of Incorporation:) ☐ Other

Physical Business Address (Must not be a P.O. Box):
501 N Quay, Ste 101

City: Kennewick State: WA Zip Code: 99336

If the above address is not in Washington State, check ONE of the boxes below:

☐ Physical Office in WA: _____
Street Address City Zip Code

OR

☐ State of incorporation or State where business entity was formed, if not a corporation: _____

Business Telephone Number: 509 582 5525 Business Fax Number: 509 736 2351 Business E-mail Address: Chris@acci.com

State of Washington numbers for the following:

Contractor Registration No.: OBRIECC 935W UBI No.: 600 267 306 Employment Security Dept. No.: 583 287 000

Receipt is hereby acknowledged of Addenda No(s). 1 Through 3

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":	
Signature: 	Date: 25 OCT 18
Print Name and Title ZAK A. O'BRIEN	Location or Place Executed: (City, State) KENNEWICK, WA

END OF SECTION

O'Brien Construction Company
Bidder's Business Name

Z.O.
Initials of Bidder's Representative

BID BOND
to City of Kennewick, WashingtonBond No. Bid Bond

KNOW ALL BY THESE PRESENTS: That we O'Brien Construction, Inc, as Principal, and Westfield Insurance Company, as Surety, are jointly and severally held and firmly bound unto the City of Kennewick, Washington, hereinafter called the Oblige, each in the penal sum of five percent (5%) of the Principal's Total Bid price for the work, this sum not to exceed

Five Percent of Amount Bid Dollars (\$ 5%) (hereinafter referred to as "penal sum") of lawful money of the United States, for the payment whereof unto the Oblige.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of:

(Project Name) Toyota Center Mechanical Room Addition (Project Number) RFB18-020

NOW, THEREFORE the condition of this obligation is such that if the Principal is awarded the Contract, and if the Principal, within the time specified, fulfills all of the requirements of the Contract Documents which are conditions precedent to the execution of the Contract, enters into, executes and delivers to the Oblige an agreement on the form provided by the Oblige complete with evidences of insurance, and if the Principal, within the time specified, gives to the Oblige the Performance and Payment Bonds on the forms provided by the Oblige, then this obligation shall be void; otherwise, the Principal and Surety shall pay unto the Oblige the penal sum; provided however, in no event shall the Surety's liability exceed the penal sum.

AND IT IS HERBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety and the Oblige and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this 18th day of October, 2018.

Principal: O'Brien Construction, IncBy: [Signature]Title: Vice-PresidentAddress: 501 North Quay, Ste 101City/Zip: Kennewick, WA 99336

Tel: _____

Surety: Westfield Insurance CompanyBy: [Signature]Title: Cheryl Moore, Attorney-in-FactAddress: P.O. Box 5001City/Zip: Westfield Center, OH 44251-5001

Tel: _____



Note: A currently dated power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this bid bond.

General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Cheryl Moore, SEVERALLY,

of Richland and State of WA their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship ---

Surety Bond Number: Bid Bond

Principal: O'Brien Construction, Inc

Obligee: City of Kennewick

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 18th day of October, A.D., 2018.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Dennis P. Baus

By:
Dennis P. Baus,
National Surety Leader and Senior Executive

did

State of Ohio
County of Medina ss.:

On this 18th day of October, A.D., 2018, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By: *David A. Kotnlk*
David A. Kotnlk, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 18th day of October, A.D., 2018.



By: *Frank Carrino*
Frank Carrino, Secretary

BPOAC (0.

In compliance with RCW 39.30.060 for all projects estimated to cost \$1 million or more (this amount includes Ammonia Refrigeration and Glycol System Value, Listing of Refrigeration "subcontractor" not required), all Bidders must complete and submit this Subcontractors List form.

- Submission Deadline: The completed and signed Subcontractors List must be submitted within 30 minutes of the bid submission deadline.
- List Subcontractors: The Bidder shall Indicate on the Subcontractors List the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW.
- List Bidder if Bidder Performing Work: If the Bidder will perform the work in any of the three areas required, the Bidder shall name itself for the work on the Subcontractors List.
- Name Only One Firm for Each Category of Work: The Bidder shall not list more than one firm (subcontractor or Bidder) for each category of work identified, unless subcontractors vary with bid Alternates or Additives, in which case the Bidder must indicate which firm will be used for which Alternate or Additive.
- Substitution of Subcontractors: Substitution of any listed subcontractor may only be according to the procedure and parameters set forth in RCW 39.30.060.
- Factors Relating to Non-Responsiveness: Failure of the Bidder to submit the names of such subcontractors, or the naming of two or more firms (subcontractors or Bidder) to perform the same work shall render the Bidder's bid nonresponsive and, therefore, void.
- Applicable to Direct Subcontractors: The requirement of this section to name the Bidders' proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the Bidder.
- Submission Requirements: The Subcontractors List must be submitted in a sealed envelope (1) addressed to the office specified in the Request for Bids and (2) showing the name of the project, the name and address of Bidder, and marked as "Subcontractors List."

If no subcontractor is listed the bidder acknowledges that it does not intend to use any subcontractor to perform those item(s) of work and will perform the work itself or this project does not include this work.

Trade	Bidder must list the subcontractor for each Trade.
HVAC (Heating, Ventilation & Air Conditioning)	Name of subcontractor: <u>Appollo</u>
Plumbing	Name of subcontractor: <u>Columbia River Plumbing</u>
Electrical	Name of subcontractor: <u>Brashear Electric</u>

O'Brien Construction
Bidder's Business Name

[Signature]
Signature of Bidder's Representative

VICE-PRESIDENT
Title of Bidder's Representative

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PART 1 – GENERAL PROVISIONS

1.01 DEFINITIONS

- A. “Application for Payment” means a written request submitted by Contractor to Owner’s Representative for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner’s Representative may require.
- B. “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, Additives, or Deductives.
- F. “Contract Documents” means the Advertisement for Bids, Instructions to Bidders, completed Bid Form, Payment Bond, Performance Bond, General Conditions for City of Kennewick, Washington (last revised May 15, 2015), Modifications to the General Conditions, Public Works Contract, Drawings and Specifications, and all addenda and modifications thereof. The Contract Documents comprise the entire agreement between the Owner and the Contractor, and may be modified only as described in the Contract Documents.
- 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)” mean calendar day(s) unless otherwise specified. A calendar day of twenty-four (24) hours is measured from midnight to the next midnight.
- 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 which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice. All notices to the Owner shall be sent to the attention of the Owner's Representative.
- P. “Notice to Proceed” means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run. The Contractor shall not perform any Work at the Project site prior to such date.
- Q. “Owner” means the City of Kennewick, through its authorized representative(s) 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. “Owner's Representative” means a person or entity representing Owner within the limits of its delegated authority who will be the Owner's representative during the construction period for construction management, inspection, interpretation of the Contractor's performance consistent with the requirements of the Contract Documents, and other services of managing the Project on behalf of the Owner. Owner shall issue all communications to Contractor through Owner's Representative. The name of the Owner's Representative will be designated in the Notice to Proceed letter to the Contractor. The Owner's Representative may be a firm contracted with the Owner to provide these services, including but not limited to an architect, engineer, or construction manager, or may be an employee of the Owner. The Owner may designate multiple individuals or firms as Owner's Representative to fill different roles on the Project.
- S. “Person” means a corporation, partnership, business association of any kind, trust, company, or individual.
- T. “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.
- U. “Progress Schedule” means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.
- V. “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.
- W. “Project Record” means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- X. “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.
- Y. “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.
- Z. “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.
- AA. “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.
- BB. “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, error, discrepancy, or inconsistency in the Contract Documents, as amended by any addenda issued during the bidding period, shall be resolved by giving the documents precedence in the following order:

- A. Executed Change Orders to Public Works Contract.
- B. Signed Public Works Contract.
- C. Modifications to the General Conditions.
- D. General Conditions for City of Kennewick, Washington.
- E. Specifications. Provisions in Division 1 shall take precedence over provisions of any other Division.
- F. Drawings. In case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings. Figure dimensions shall take precedence over scaling.
- G. Signed and Completed Bid Form.
- H. Instructions to Bidders.
- I. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor Representations: Contractor makes the following representations to Owner:

- A. 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. Contractor has included in the Contract Sum all incidentals for performing the Work, and shall complete the Work with all necessary material, equipment, labor, supplies, and subcontractors for the Contract Sum;
- B. 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;
- C. 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
- D. 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 documentation by Owner, and Contractor's maintenance of the required insurance shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity. 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. Insurance carriers providing insurance in accordance with the Contract Documents shall have an A.M. Best rating of A-VII or better and the ratings shall be indicated on the insurance certificates. Contractor shall have included in its bid the cost of all insurance and bonds required by the Contract Documents to complete the base bid work and all Additives and Alternates.

The certificate of insurance shall include the following:

- Project name
 - Project number
 - Certificate holder: City of Kennewick, PO Box 6108, Kennewick, WA 99336-0108
- 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 ISO Occurrence Form CG 00 01. Coverage shall include, but not be limited to:
 - a. Completed operations/products liability;
 - b. Explosion, collapse, and underground property damage (XCU) (There shall be no endorsement or modification of the CGL insurance limiting any liability arising from XCU);
 - c. Premises and operations
 - d. Independent contractors;
 - e. Personal injury and advertising injury; and
 - f. Liability assumed under an insured contract.
 - g. Per Project Aggregate.
 2. Automobile Liability Insurance: Coverage for all owned, non-owned and hired and leased vehicles.
 3. Workers' Compensation coverage: Contractor shall comply with the Washington State Industrial Insurance Act (Title 51 RCW).
 4. Employer's Liability (Stop Gap)

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5. Excess or Umbrella Liability Insurance: If a coverage amount is required in the Modifications to the General Conditions, the Contractor shall purchase and maintain Excess or Umbrella Liability insurance. This Excess or Umbrella liability insurance shall apply above, and be at least as broad in coverage scope, as the Contractor's Commercial General Liability and Automobile Liability insurance. This requirement may be satisfied instead through the Contractor's Commercial General Liability and Automobile Liability insurance, Excess or Umbrella Liability insurance, or any combination thereof.
- B. 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.
- C. Owner as Additional Insured: All insurance coverages shall name the City of Kennewick as an additional insured with respect to liability arising out of work performed by Contractor, and an additional insured endorsement (ISO CG 20 10 10 01 and CG 20 37 10 01 for Completed Operations or substitute endorsements providing equivalent coverage) to the General Liability and Automobile Liability policies must be provided to the Owner. All insurance coverages shall be endorsed to be primary and non-contributory with any insurance maintained by the City of Kennewick, provide a waiver of any rights of subrogation against the City of Kennewick, and contain a severability of interest provision in favor of the City of Kennewick, and all insurance documentation shall evidence full compliance with the above enumerated requirements.
- D. Subcontractors: The Contractor shall include all subcontractors at any tier as additional insureds, and ensure that the Contractor's coverage of subcontractors under the Contractor's policies is not excluded by any policy provision or endorsement. Alternatively, the Contractor shall:
 1. Obtain from each subcontractor not insured under the Contractor's policy or policies of insurance, evidence of insurance meeting all the requirements of the Contract Documents except for Excess or Umbrella Liability insurance, and
 2. Maintain such evidence on file for a period of one year after Final Acceptance and, upon request, submit such evidence to Owner for examination.
- E. Claims-Made Insurance. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of the Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following Final Acceptance or earlier termination of this Contract, and the Contractor shall annually provide the Owner with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Owner to assure financial responsibility for liability for services performed.

2.02 COVERAGE LIMITS

Insurance amounts: The Contractor shall maintain not less than the following coverage amounts:

- A. Commercial General Liability Insurance: \$1,000,000 each occurrence for Bodily Injury and Property Damage, \$2,000,000 Annual General Aggregate, and \$2,000,000 Annual Aggregate for Completed Operations and Products Liability.
- B. Automobile Liability Insurance: \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, Each Accident or Loss.

- C. Employer's Liability (Stop Gap): \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee

2.03 INSURANCE COVERAGE CERTIFICATES

- A. Certificate required: Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance for the required insurance types and amounts and the required endorsements.
- B. List Project info: All insurance certificates shall name Owner's Project number and Project title.
- C. Cancellation provisions: The Contractor shall provide to the Owner and all Additional Insureds for the Work with written notice of any policy cancellation, within two business days of the Contractor's receipt of such notice.

2.04 PAYMENT AND PERFORMANCE BONDS

Conditions for bonds: The Contractor shall furnish a separate Payment Bond and Performance Bond, each for 100% of the Contract Award Amount, plus state sales tax, using the Payment Bond and Performance Bond form published by the Owner and included in 00 80 00. The Payment Bond and Performance Bond shall be valid for the warranty period described in Section 5.16D, and through any other warranty or guaranty period described in the Contract Documents. No payment or performance bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for 45 days from the Final Acceptance date.

2.05 ALTERNATIVE SURETY

When alternative bonds required: Contractor shall promptly furnish acceptable 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. The surety is adjudged bankrupt or becomes insolvent, or its right to do business is terminated; or
- C. Any surety fails to furnish reports on its financial condition if required by Owner.

2.06 BUILDER'S RISK

- A. Purchase of Property Insurance: Owner 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. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear. The Builder's Risk insurance covering the Work shall have a deductible of \$5,000 for each occurrence, which shall be the responsibility of the Contractor.
- B. Losses covered: Owner 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 the services and expenses required of the Owner's A/E 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 consistent with the provisions of Section 3.07 B.

3.02 PROGRESS SCHEDULE

- A. Preliminary Progress Schedule: Unless otherwise provided in Division 1, Contractor shall, within 10 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.
- B. Form of Progress Schedule: Unless otherwise provided in Division 1, the Progress Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.
- 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.
- 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

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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.
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.
4. Days allowed and liquidated damage amount: The Work shall be commenced on the effective date specified in the Notice to Proceed and shall be substantially complete by June 15th, 2019. For failure to achieve Substantial Completion of the Work within the time provided, Contractor shall pay Owner \$1,000.00 for each calendar day from the date when Substantial Completion should have been achieved to the date Substantial Completion is actually achieved.

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, engineering, 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, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, supplies, and all other facilities and incidentals necessary to perform the Work required by the Drawings, Specifications, and other provisions of the Contract Documents. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in 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

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in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to Owner's Representative 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 Owner's Representative: Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the Owner's Representative. Owner's Representative will issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as determined necessary, which shall be consistent with, or reasonably inferable from the overall intent of the Contract Documents.

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. This separate set of Drawings and Specifications shall be the "Project Record."
- 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 Owner's Representative before Final Acceptance: Contractor shall submit the completed and finalized Project Record to Owner's Representative 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 Owner's Representative 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.

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- B. Approval of Shop Drawings by Contractor: 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. Contractor's stamp of approval on any Shop Drawings or sample shall constitute a representation to the Owner that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or Contractor assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted to Owner's Representative 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 Owner's Representative review. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- C. Approval of Shop Drawings by Owner's Representative: Owner's Representative will review, approve, or take other appropriate action on the Shop Drawings, but such review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item by Owner does not indicate approval of the assembly in which the item functions. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the Owner's Representative has approved or taken other appropriate action. Owner's Representative shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings.
- D. Correction of Shop Drawings: Contractor shall make any corrections of Shop Drawings required by the Owner's Representative, and shall return the required number of corrected copies of Shop Drawings, and resubmit new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by Owner's Representative on previous submissions.
- E. Contractor not relieved of responsibility when Shop Drawings approved: Approval, or other appropriate action with regard to Shop Drawings, by Owner's Representative 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's Representative 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.
- F. 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 Owner's Representative 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.
- G. Contractor to submit 5 copies of Shop Drawings: Unless otherwise provided in Division 1, Contractor shall submit to Owner's Representative for approval 5 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by Owner's Representative and 2 sets shall be returned to Contractor. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to the Owner's Representative.

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. Designer, 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 or Owner, and A/E or Owner 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, unless otherwise specified in the contract between the Owner and A/E. 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,

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techniques, scheduling, sequences, procedures, safety precautions and programs, 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, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.
- C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, suppliers, 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, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- 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. E-Verify: The Contractor shall comply with the requirements for E-Verify as described in 00 80 00 and shall execute and provide to the Owner the Affidavit of Compliance with Kennewick "E-Verify" as part of contract execution.

5.02 PERMITS, FEES, AND NOTICES

- A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall pay fees for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. City will pay for City issued permits only. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. Allowances for permit fees: If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- 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. Sales tax: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws of the State of Washington.
- E. Business License: Contractor shall maintain a current City of Kennewick Business License through the warranty period specified in the Contract Documents.

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: Contractor shall pay at least the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work, in accordance with Chapter 39.12 RCW and the rules and regulations of the Washington State Department of Labor and Industries. The Contractor is also responsible for the payment of prevailing wages to workers, laborers, or mechanics of all subcontractors, of any tier. 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.
- 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 Department of Labor and Industries, certifying the rate of hourly wage 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 the retainage or obligations of the retainage bond, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, 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 Department of Labor and Industries. 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 prefilled Statement(s) of Intent to Pay Prevailing Wages, as approved, on the Monthly Subcontractors List and Certifications form included in 00 80 00. For contracts between the Contractor and Owner with a Contract Sum in excess of \$10,000, 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 Department of Labor and Industries 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 Department of Labor and Industries the currently established fee(s) for each Statement of Intent to Pay Prevailing Wages and/or Affidavit of Wages Paid submitted to the Department of Labor and Industries for certification.
- G. Certified Payrolls: Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested.

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- H. Applicable Prevailing Wages: The State of Washington prevailing wage rates applicable for this public works project, which is located in Benton County, may be found at the following website address of the Washington State Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is October 18th, 2018. A copy of the applicable prevailing wage rates are also available for viewing at the office of the Owner's Public Works Department at 1010 E. Chemical Drive, Kennewick, WA 99336. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.

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: Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, and the Washington State Law Against Discrimination, RCW 49.60. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.
- 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.

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. Contractor responsible for safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- 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, including but not limited to those regarding work with trench shoring, traffic control, dust control, and noise pollution restrictions; 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. Contractor shall be liable for any non-compliance penalties or fines assessed by any such public bodies.
- 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 safety records.
- 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.
 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.);

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- 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.
- 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.
- I. Site specific safety plan: Prior to commencing any Work on-site, Contractor shall submit an appropriate site specific safety plan for Owner's acceptance. The plan must be tailored to the needs of the Project and to the types of hazards involved, and be in compliance with WISHA requirements. Contractor shall not begin any on-site Work until the site specific safety plan has been accepted by Owner.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials and equipment, to Owner-approved areas, and shall not unreasonably encumber the Project site or public right-of-way with materials or equipment that are not being used for the immediate work.
- 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.
- G. Dust control: Contractor shall implement dust control measures on and around the Project site, as often as necessary to control dust for every calendar day of the Project. The Contractor shall not permit sediment laden water to flow into the street storm drainage system. The Contractor shall clean sediment build up on the streets prior to Substantial Completion. The Owner shall determine whether Contractor is in compliance with this paragraph.

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.

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 not subject any part of the Project to stresses or pressures that will endanger it. 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 Owner's Representative, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents. Contractor shall

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ensure that all equipment, materials, and articles incorporated into the Work shall be asbestos free.

- B. 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.
- C. 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. "Defective" describes Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any inspection, test, or approval required by the Contract Documents, or has been damaged prior to approval of final payment.

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. Special Inspections: Where the specifications indicate that the owner will engage special inspectors the Owner will retain and pay for these independent special Inspections as required. These special inspections are in addition to any performed by Building Officials. Contractor to notify Architect and Special Inspector at least 48 hours before work requiring special inspection is started.
- C. 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

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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;
 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.
- D. 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.
- E. 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 re-inspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.
- F. Owner's inspector: Owner's Representative may appoint inspectors to inspect all materials used and all Work done. Such inspection may extend to any or all parts of the Work and to the preparation or manufacture of the materials to be used. The inspectors are not authorized to revoke, alter, enlarge, or relax the provisions of the Contract Documents, nor to approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents. An inspector is placed on the Work site to review the Work and to keep the Owner's Representative informed as to the progress of the Work and the manner in which it is being done. The inspector shall also call the attention of the Contractor to any deviations from the Contract Documents, but failure of the inspector or Owner's Representative to call the attention of the Contractor to faulty Work, deviations from, or infringements upon the Contract Documents shall not constitute acceptance of said Work. The inspector has the authority to reject defective material and to suspend any Work that is being improperly done, subject to the final decision of the Owner's Representative. The inspector will exercise such additional authority as may, from time to time, be especially delegated to him by the Owner's Representative, and such inspection duties may also be performed by the Owner's Representative.
- G. Owner visits to site: The Contractor shall provide access, at reasonable times, to the Owner's Representative and other agents of the Owner for observation of the Work, inspection, and testing. The Contractor shall provide proper and safe facilities for such access. The Owner's Representative and/or inspector will observe the progress and quality of the executed Work and determine, in general, if the Work and Project is proceeding in accordance with the Contract Documents. Owner's Representative and/or inspector are not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The efforts of the Owner's Representative and/or inspector will be directed toward providing assurance that the completed Project will conform to the requirements of the Contract Documents. Neither observations by the Owner's Representative and/or inspectors, nor inspections, tests or

approvals by persons other than the Contractor shall relieve Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

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, without cost to the Owner. 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.
- 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, and other debris resulting from the Work. Before completing the Work, Contractor shall remove from the premises all waste materials, rubbish, debris, 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. Contractor shall restore to original condition those portions of the site not designated for alteration by the Contract Documents. 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:
1. Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 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;

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- c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
 - 5. Not be in violation relating to Wage Payments as defined in RCW 49-48-082 or any provision of Chapters 49.46 or 49.52
- B. Provide names of Subcontractors and use qualified firms: No later than five (5) days after the Notice to Proceed date, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents.
- 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. Nothing in the Contract Documents shall imply any contractual relationship between any Subcontractor and the Owner.
- 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.
- 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.
 - 3. 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

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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 indemnify and hold Owner, its officers, officials, employees and volunteers, and A/E harmless from any and all claims, injuries, demands, losses, damages, costs, or suits including attorney fees, arising out of or in connection with the performance of this Contract, and 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.
- 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 Title 51 RCW, the Industrial Insurance Act, or any other employee benefit acts. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity as to Owner and A/E only, under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Indemnification section shall survive the expiration or termination of the Contract.

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;
 - 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;

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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. Retainage bond required: If the Contract Award Amount is \$100,000 or more, the Contractor shall submit a retainage bond on an Owner provided form in lieu of retainage being withheld from each progress payment, and may submit a retainage bond if the Contract Award Amount is less than \$100,000. The obligations of the retainage bond for 5% of the Contract Sum shall remain in force until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents.
- C. Withholding retainage; Options for retainage: When a retainage bond is not required or is submitted at the Contractor's option, 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.
- D. 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.
- E. 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 the designated portion thereof and approved by Owner) for the use for which it is intended. All Work other than incidental corrective and incidental 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.

- 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.
- D. Adjustment in quantities: Prior to final payment, the Owner will issue a Change Order reconciling any estimated quantities bid with actual quantities used during the performance of the Work, and the Contract Sum shall be adjusted accordingly.

PART 7 – CHANGES

7.01 CHANGES 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 Change Order Proposal from Contractor: If Owner desires to order a change in the Work, it may request a written Change Order Proposal 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. Change Order Proposal 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

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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.

- 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 Orders: The Owner may direct the Contractor to proceed with a change in the work through a written Field Order when the time required to price and execute a Change Order would impact the Project.

The Field Order 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 Order 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

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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.

- (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:

1. Breakdown and itemization of details on Change Order Proposal: 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 shall 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

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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 Department of Labor and Industries 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 in a Change Order that contains direct labor costs for a working supervisor's hours (including any category of foreman).
- (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 Department of Labor and Industries.
- (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
- (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. The Contractor's cost for utility vehicles and other items such as pickup trucks, vans, flatbed trucks, storage trailers, containers, etc., that are already in use or planned for use on the Project will not be compensated in Change Order work except for the time that, in the opinion of the Owner, such items: (1) are directly and necessarily used for the performance of the change work; and (2) the cost of using such items has not been included within the Contractor's total project overhead costs. 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) Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement current edition, on the Contract execution date.
- (2) The National Electrical Contractors Association for equipment used on electrical work.

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- (3) The Mechanical Contractors Association of America for equipment used on mechanical work.

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 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.

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- (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:
 - (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

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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;
 - 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;

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- 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.
- E. Change Order Pricing – Increased/Decreased Quantities
 - 1. Increased quantities: Either party to the Contract will be entitled to renegotiate the price for that portion of the actual quantity in excess of 125 percent of any original bid quantity estimate on the Bid Form. The price for increased quantities will be determined by agreement of both parties, or, where the parties cannot agree, the price will be determined by the Owner's Representative based upon the actual costs to perform the work, including reasonable markup for overhead and profit.
 - 2. Decreased quantities: Either party to the Contract will be entitled to an equitable adjustment if the actual quantity of work performed is less than 75 percent of the original bid quantity estimate on the Bid Form. The equitable adjustment in the case of decreased quantities shall be based upon any increase or decrease in costs due solely to the variation of the estimated quantity. The total payment for any item will be limited to no more than 75% of the amount originally bid for the item.
 - 3. Limitations: The following limitations shall apply to increased/decreased quantities:
 - a. Equipment: The equipment rates shall be actual costs but shall not exceed rates set for in the Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement current edition, on the Contract execution date.
 - b. Overhead: No payment will be made for extended or unabsorbed home office overhead and field overhead expense to the extent that there is an unbalanced allocation of such expenses among the contract bid items.
 - c. Consequential damages and profits: No payment for consequential damages or loss of anticipated profits will be allowed because of any variance in quantities from those originally shown on the Bid Form or other Contract Documents.

7.03 CHANGE IN THE CONTRACT TIME

- A. Change Order Proposal 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.

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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.
 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;

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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;

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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
 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. Request for arbitration: If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, the parties may mutually agree to submit the Claim to a non-binding arbitration process. If the Contractor and Owner do not mutually agree to resolve the Claim through non-binding arbitration, or if either party objects to the results of the non-binding arbitration, the Claim may be resolved by legal action. No request for non-binding arbitration of any such Claim shall be made later than 30 Days after the date of Owner's decision on such Claim; failure to request arbitration within said 30 Day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.

- B. 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 mutual agreement by the parties, be submitted in the same arbitration.
- C. 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;
 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;

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6. Contractor fails to maintain insurance: Contractor fails to maintain current insurance coverage as required in the Contract Documents;
 7. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 8. 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.
- 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 terminate 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.
- 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 Benton County, Washington.

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,

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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 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.

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.

1. CONTRACT DOCUMENTS

The successful Bidder will be required to complete certain Contract Documents/Forms upon award of the bid and Contract. Bidders shall make themselves aware of these contract requirements. Specific project requirements may require forms , certifications or affidavits which are not enumerated below:

- 00 80 05 Public Works Contract
- 00 80 10 Payment Bond
- 00 80 11 Performance Bond
- 00 80 12 Retainage Bond
- 00 80 15 E-Verify Requirements for Contractors
- 00 80 16 Affidavit of Compliance with Kennewick "E-Verify"
- 00 80 20 Wage Payment Certification
- 00 80 30 Spill Prevention Plan
- 00 80 40 Monthly Subcontractors List and Certifications.

END OF SECTION – CONTRACT DOCUMENTS FOLLOW

Project Name:

Toyota Center Mechanical Room Addition /Ammonia Refrigeration and Glycol System

Contract
18-042

THIS CONTRACT is made and entered into by and between the City of Kennewick (Owner), and O'Brien Construction Company Inc., a Washington Corporation, (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants contained in the Contract Documents.

The Contract Documents shall include RFB18-020 and RFB18-021(Exhibit #2) including but not limited to the Advertisement for Bids, Instructions to Bidders, completed Bid Form, Payment Bond, Performance Bond, General Conditions for City of Kennewick, Washington, Modifications to the General Conditions, this Public Works Contract, and the following Drawings, Specifications, and Addenda:

RFB18-020 Toyota Center Mechanical Room Addition:

Drawings dated: 09/26/2018

Specifications dated: 9/26/2018

Addendum No.1 Dated:10/15/18

Addendum No.2 Dated:10/16/18

Addendum No.3 Dated:10/19/18

RFB18-021(EXHIBIT #2) Toyota Center Ammonia Refrigeration and Glycol System

Drawings dated: 10/23/2018

Specifications dated: 10/23/18

SECOND: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete by June 15th, 2019.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \$ 1,000.00 for each calendar day thereafter that the Work remains uncompleted, which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.

THIRD: The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for constructing and completing the Work provided for in the Contract Documents, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, not including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:

1- Base Bid (RFB18-020) - - - - -	\$1,007,363.92
2- Ammonia Refrigeration and Glycol System (RFB18-021): - - - - -	\$1,827,694.02
3- Contractor Mark-up (RFB18-021) (3% of Line 2) - - - - -	\$54,830.82
4- Trench Excavation Safety System - -	\$0.00
5- Allowance for Electrical Demolition -	\$4,000.00
Subtotal:	\$2,893,888.76
8.6% WA Sales Tax:	\$248,874.43
CONTRACT AWARD AMOUNT:	\$3,142,763.19

No liability shall attach to the Owner by reason of entering into this Contract, except as expressly provided herein. The Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

FOURTH: The parties to this Contract understand and acknowledge that the City is subject to the Public Records Act, RCW 42.56 et seq. If the City receives a public records request for this Contract and/or for documents and/or materials provided to the City under this Contract, generally such information will be a public record and must be disclosed to the public records requester. However, the City agrees to notify the Contractor if it receives such a public records request and the date the City plans to release the records. If the Contractor fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the Contractor shall be deemed to have given the City full authority to release the records on the date specified, and the Contractor understands it has thereby given up all rights to challenge the disclosure in any forum.

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

If any portion of this Contract is found to be invalid by the Superior Court of Benton County, such invalidation of such portion shall not invalidate the remaining portions of the Contract, and they shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below. This Contract may be

executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be delivered by electronic means and those signatures shall be treated as original signatures for all applicable purposes.

OWNER:
City of Kennewick

CONTRACTOR:
O'Brien Construction Co., Inc.

By: _____
Signature Date

By: _____
Signature Date

Name: Marie E. Mosley
Title: City Manager

Name: Zak A. O'Brien
Title: Vice - President

Attest: _____
Signature Date
Terri L. Wright, City Clerk

Form Approved: _____
Lisa Beaton, City Attorney

**PUBLIC WORKS PAYMENT BOND
to City of Kennewick, Washington**

Bond No. _____

The City of Kennewick, Washington, (City) has awarded to O'Brien Construction Co. Inc. (Principal), a contract for the construction of the project designated as Toyota Center – Mechanical Room Addition / Ammonia Refrigeration and Glycol System, Contract No. 18-042, in Kennewick, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum Of three million one hundred forty two thousand seven hundred sixty three and 19/100's US Dollars (\$3,142,763.19) Contract Award Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and 39.12 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL. O'Brien Construction Co. Inc.

SURETY

Principal Signature _____

Date _____

Surety Signature _____

Date _____

Zak A. O'Brien

Printed Name

Printed Name

Vice - President

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

Lisa Beaton, City Attorney

END SECTION

**PERFORMANCE BOND
to City of Kennewick, Washington**

Bond No. _____

The City of Kennewick, Washington, (City) has awarded to O'Brien Construction Co. Inc. (Principal), a contract for the construction of the project designated as Toyota Center – Mechanical Room Addition / Ammonia Refrigeration and Glycol System, Contract No. 18-042 in Kennewick, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of three million one hundred forty two thousand seven hundred sixty three and 19/100's US Dollars (\$3,142,763.19) Contract Award Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL, O'Brien Construction Co. Inc.

SURETY

Principal Signature_____
Date_____
Surety Signature_____
Date_____
Zak A. O'Brien
Printed Name_____
Printed Name_____
Vice - President
Title_____
Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

Lisa Beaton, City Attorney

RETAINAGE BOND
Contract No. 18-042

Bond No. _____

KNOW ALL BY THESE PRESENTS: That O'Brien Construction Co. Inc. a corporation existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ and authorized to transact the business of surety in the State of Washington, as Surety, are jointly and severally held and bound unto the City of Kennewick, Washington (City), and are similarly held and bound unto the beneficiaries of the trust fund created by Chapter 60.28 Revised Code of Washington (RCW), and their heirs, executors, administrators, successors and assigns in the penal sum of three million one hundred forty two thousand seven hundred sixty three and 19/100's Dollars (\$3,142,763.19), plus 5% of any increases in the contract amount that have occurred or may occur, due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, the Principal has executed Contract for

Toyota Center – Mechanical Room Addition / Ammonia Refrigeration and Glycol System (Contract No. 18-042) with the City; and

WHEREAS, said Contract and Chapter 60.28 RCW require the City to withhold from the Principal the sum of five percent (5%) from monies earned by the Principal on estimates during the progress of the work, hereinafter referred to as earned retained funds; and

WHEREAS, the Principal/Surety has requested that the City accept a bond in lieu of earned retained funds as allowed under Chapter 60.28 RCW.

NOW, THEREFORE, this obligation is such that the Surety, its successors and assigns, are held and bound unto City and unto all beneficiaries of the trust fund created by RCW 60.28.011 (1) in the aforesaid sum. This bond, including any proceeds therefrom, is subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. The condition of this obligation is such that if the Principal shall satisfy all payment obligations to persons who may lawfully claim under the trust fund created pursuant to Chapter 60.28 RCW, to the City, and indemnify and hold the City harmless from any and all loss, costs, and damages that the City may sustain by release of said retainage to Principal/Surety, then this obligation shall be null and void provided the Surety is notified by City that the requirements of RCW 60.28.021 have been satisfied and the obligation is duly released by City; otherwise it shall remain in full force and effect.

IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal. The Surety will not be discharged or released from liability for any act, omission, or defense of any kind or nature that would not also discharge the Principal.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, the City, and, the beneficiaries of the trust fund created by Chapter 60.28, Revised Code of Washington (RCW) and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____, 20__.

Principal: O'Brien Construction Co. Inc.

Surety: _____

By: _____

By: _____

Title: Vice - President

Title: _____

Address: 501 north Quay, Suite 101

Address: _____

City/Zip: Kennewick, WA 99336

City/Zip: _____

Tel: 509.582.5525

Tel: _____

Witness: _____

Witness: _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this bond.

Approved as to Form:

Lisa Beaton, City Attorney

E-Verify Requirements for Contractors

The contractor and any subcontractors who enter into agreements to provide services or products to the City shall comply with and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract.

E-Verify is an Internet-based system operated by United States Citizenship and Immigration Services in partnership with the Social Security Administration. E-Verify is free to employers and is available in all 50 states. E-Verify provides an automated link to federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers. The Contractor shall enroll in, participate in and document use of E-Verify as a condition of the award of this contract. The Contractor shall continue participation in E-Verify throughout the course of the Contractor's contractual relationship with the City. If the Contractor uses or employs any subcontractor in the performance of work under this contract, or any subsequent renewals, modifications or extension of this contract, the subcontractor shall register in and participate in E-Verify and certify such participation to the Contractor. The Contractor shall show proof of compliance with this section, and/or proof of subcontractor compliance with this section, within three (3) working days of the date of the City's request for such proof.

Who is affected?

- All contractors doing business for the City of Kennewick. There is no minimum dollar value for contracts affected.
- All subcontractors employed by the general contractor on these contracts.

Are there exceptions?

- Contracts for "Commercial-Off-The-Shelf" items are exempted from this requirement.
- Individuals, Companies, or other organizations who do not have employees.

How long must the contractor comply with the E-Verify system?

- For at least the term of the contract.

Are there other stipulations?

- E-Verify must be used ONLY for NEW HIRES during the term of the contract. It is NOT to be used for EXISTING EMPLOYEES.
- E-Verify must be used to verify the documentation of ANY new employee during the term of the contract, not just those directly or indirectly working on deliverables related to the City of Kennewick contract.

How will the City of Kennewick check for compliance?

- All contractors will retain a copy of the E-Verify Memorandum of Understanding that they execute with the Department of Homeland Security AND
- Sign and submit to the City an Affidavit of Compliance with their signed contract.
- All General Contractors will be required to have their subcontractors sign an Affidavit of Compliance and retain that Affidavit for 4 years after end of the contract.
- The City of Kennewick has the right to audit the Contractor's compliance with the E-Verify Ordinance.

Further information on E-Verify can be found at the following website:

<http://www.uscis.gov/e-verify>

If you have questions about the City's E-Verify Ordinance, please contact the City of Kennewick's legal department prior to contracting with the City.

CITY OF KENNEWICK

AFFIDAVIT OF COMPLIANCE WITH KENNEWICK "E-VERIFY"

As the person duly authorized to enter into such commitment for

O'Brien Construction Co. Inc.
(Company or Organization Name)

I hereby certify that the Company or Organization named herein will

(check one box below)

☐ Be in compliance with all of the requirements of City of Kennewick for the duration of the contract entered into between the City of Kennewick and the Company or Organization.

OR

☐ Hire no employees for the term of the contract between the City and the Company or Organization.

SIGNATURE

Zak A. O'Brien

PRINTED NAME

Vice - President

TITLE

DATE

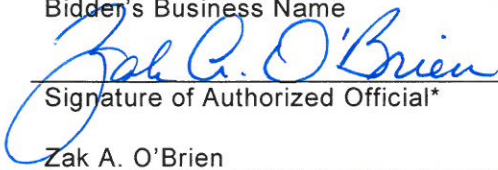
Certification of Compliance with Wage Payment Statutes

Pursuant to RCW 39.04.350, the bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (10/25/2018), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

O'Brien Construction Co. Inc.

Bidder's Business Name



Signature of Authorized Official*

Zak A. O'Brien

Printed Name

Vice - President

Title

29 Nov 18
Date

Kennewick
City

WA
State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

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

Washington

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

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

Spill Prevention and Counter Measure Control Plan

O'Brien Construction Co. Inc

Contractor Name

Contractor(s) to list the following items before a notice to proceed is issued from the City.

Will construction equipment be serviced on- site:	√ Yes	√ No
If Yes, go to list of potentially hazardous chemicals:		

List of oils, fuels, and fluids present on job site:

√ Yes	√ No		√ Yes	√ No	
		Motor Oil			Diesel Fuel
		Hydraulic Oil			Unleaded Fuel
		Brake Fluid			Transmission Fluid

List of potentially hazardous chemicals:

- 1. Corrosives**
- 2. Oxidizers**
- 3. Toxic Materials**

Emergency Names and Phone Numbers to call: 1.

(Name)	(Number)
2.	
(Name)	(Number)
3.	
(Name)	(Number)

Name of Safety Supervisor On Site: _____

Coordination with local first responders is through 911.

** All subs on the project will be required to provide this information to the Project Engineer in a timely manner.*

Staff to be notified (At least one of the following)

Rob Gierke: 551.4846
Corey Pierson: 737.3701



MONTHLY SUBCONTRACTORS LIST AND CERTIFICATIONS

Contractor's Name and Address: O'Brien Construction Co. Inc. 501 North Quay, Kennewick, WA 99336		Project Name: Contract 18-042 Toyota Center Mechanical Room Addition / Ammonia Refrigeration and Glycol System	
Billing Period	through	Invoice Date:	Invoice Number:

Instructions: List all subcontractors, including all subcontractors of any tier, who performed work on the project site for this billing period.

List All Subcontractors of Any Tier:		
Subcontractor Name:	UBI #:	Tier of Subcontractor
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
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		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier

Certifications:

1) I have listed all of the subcontractors who performed work on the project site during the current billing period noted above (regardless of whether my application for payment includes a payment request for their work).

2) Prevailing wages for this project have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages, approved by the Industrial Statistician of the Department of Labor and Industries, which are on file with the City of Richland. (cont'd)

3) I have paid all of my subcontractors and material suppliers for the invoice covering the previous billing period (this amount less retainage) (not applicable if this is the first billing period).

I certify under penalty of perjury under the laws of the State of Washington that all of the above information and certification statements are true and correct.

Authorized Signature of Contractor:	Printed Name:	Date Signed:
	Printed Title:	

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work under separate contracts.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and Drawing conventions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Toyota Center Mechanical Room Addition, KDA project number 201816.

1. Project Location: 7000 West Grandridge Boulevard, Kennewick, WA 99336.

B. Owner: City of Kennewick, 210 West 6th Avenue, Kennewick, WA.

1. Owner's Representative: Venu Works, Rob Gierke, Director of Operations.

C. Architect: KDA Architecture, 1310 N 16th Avenue, Yakima, WA 98902.

D. Web-Based Project Software: Project software administered by Contractor is desired to be used for purposes of managing communication and documents during the construction stage.

1. See Section 01 31 00 "Project Management and Coordination." for requirements for establishing administering and using web-based Project software.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Approximately 2000 square foot utility building to house refrigeration equipment; classified by the IBC as a "U" occupancy and type "V-B" construction; single story with a penthouse; slab on grade, concrete masonry unit bearing walls; wood roof structure; HVAC; plumbing; electrical; site work and other Work indicated in the Contract Documents.

2. The refrigeration equipment will be bid separately per the attached "Toyota Center & Arena Ammonia Refrigeration and Glycol System, RFB18-019" Bid Documents. The work included in the refrigeration system Bid Documents will be added to the work included in this Mechanical Room Addition contract. Refer to the Instructions to Bidders and/or Bid Form.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.4 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Driveways, Walkways, and Entrances: Keep driveways parking, loading areas, and entrances serving premises clear and available to public, Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Owner not less than five days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- C. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit written request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
 - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 10 business days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 business days of receipt of request, or 10 business days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 business days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.

- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on KDA's ASI form.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request or Contractor-Initiated Proposal, Architect will issue a Change Order for signatures of Owner and Contractor on KDA's standard form.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on KDA's standard form. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Arrange schedule of values consistent with format of AIA Document G703.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 - 4. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
 - 5. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 - 6. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit signed and notarized copy of each Application for Payment to Architect. Include waivers of lien and similar attachments if required.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of values.

3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Submittal schedule (preliminary if not final).
 6. Copies of building permits.
 7. Initial progress report.
 8. Report of preconstruction conference.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.
 11. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims.
 5. AIA Document G706A, Contractor's Affidavit of Release of Liens.
 6. AIA Document G707, Consent of Surety to Final Payment.
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 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.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. RFIs.
 - 3. Digital project management procedures.
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.3 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit a written RFI.
 - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.

6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow 10 working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 5 working days of receipt of the RFI response.
- D. RFI Log: Prepare and maintain a tabular log of RFIs organized by the RFI number. Use software log that is part of web-based Project software.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within 5 working days if Contractor disagrees with response.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Use of Architect's Digital Data Files: Digital data files of Architect's BIM model will be provided by Architect for Contractor's use during construction.
 - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
 - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
 - 3. Digital Drawing Software Program: Contract Drawings are available in Revit.
 - 4. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
 - a. Subcontractors, and other parties granted access by Contractor to Architect's digital data files shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Architect.
- B. Web-Based Project Software: It is the intent on this project for the Contractor to provide, administer, and use web-based Project software site for purposes of hosting and managing Project communication and documentation until Final Completion.
 - 1. Purchase and implementation of a new system is not required, contractor shall utilize systems it has in place and familiar with using to provide, the following features:
 - a. Compilation of Project data, including Contractor, subcontractors, Architect, architect's consultants, Owner, and other entities involved in Project. Include names of individuals and contact information.
 - b. Access control for each entity for each workflow process, to determine entity's digital rights to create, modify, view, and print documents.
 - c. Document workflow planning, allowing customization of workflow between project entities.
 - d. Creation, logging, tracking, and notification for Project communications required in other Specification Sections, including, but not limited to, RFIs, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
 - e. Track status of each Project communication in real time, and log time and date when responses are provided.
 - f. Procedures for handling PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
 - g. Processing and tracking of payment applications.
 - h. Processing and tracking of contract modifications.
 - i. Creating and distributing meeting minutes.
 - j. Document management for Drawings, Specifications, and coordination drawings, including revision control.
 - k. Management of construction progress photographs.
 - l. Mobile device compatibility, including smartphones and tablets.

2. Provide applicable web-based Project software user licenses for use of Owner, Owner's Commissioning Authority, Architect, and Architect's consultants.
 3. At completion of Project, provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prevent further changes.
 - C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.
- 1.8 PROJECT MEETINGS
- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
 1. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.

- n. Preparation of Record Documents.
 - o. Use of the premises and existing building.
 - p. Work restrictions.
 - q. Working hours.
 - r. Owner's occupancy requirements.
 - s. Responsibility for temporary facilities and controls.
 - t. Procedures for moisture and mold control.
 - u. Procedures for disruptions and shutdowns.
 - v. Construction waste management and recycling.
 - w. Parking availability.
 - x. Office, work, and storage areas.
 - y. Equipment deliveries and priorities.
 - z. First aid.
 - aa. Security.
 - bb. Progress cleaning.
 - 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, and Owner's Commissioning Authority of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.

- r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of Owner, Owner's Commissioning Authority and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Deliveries.

- 6) Off-site fabrication.
 - 7) Access.
 - 8) Site use.
 - 9) Temporary facilities and controls.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of correction of deficient items.
 - 13) Field observations.
 - 14) Status of RFIs.
 - 15) Status of Proposal Requests.
 - 16) Pending changes.
 - 17) Status of Change Orders.
 - 18) Pending claims and disputes.
 - 19) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction Project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in PDF format.

- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for each activity, sorted in ascending order by activity number and then by early start date, or actual start date if known.
 - 3. Total Float Report: List of activities sorted in ascending order of total float.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at weekly intervals.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 5. Commissioning Time: Include no fewer than 15 days for commissioning.
 6. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 7. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 01 10 00 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use-of-premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and the Contract Time.
- G. Contractor's Construction Schedule Updating: At bi-monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- H. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- I. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

1.6 CPM SCHEDULE REQUIREMENTS

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a time-scaled CPM network analysis diagram for the Work.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates.
 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule to coordinate with the Contract Time.

- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing and inspection.
 - j. Commissioning.
 - k. Punch list and final completion.
 - l. Activities occurring following final completion.
 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall Project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Main events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the schedule of values).

- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 - 1. Identification of activities that have changed.
 - 2. Changes in early and late start dates.
 - 3. Changes in early and late finish dates.
 - 4. Changes in activity durations in workdays.
 - 5. Changes in the critical path.
 - 6. Changes in total float or slack time.
 - 7. Changes in the Contract Time.

- H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
 - 1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 - 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 - 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 - 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.

1.7 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. Approximate count of personnel at Project site.
 - 3. Equipment at Project site.
 - 4. Material deliveries.
 - 5. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 6. Testing and inspection.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Stoppages, delays, shortages, and losses.
 - 10. Meter readings and similar recordings.
 - 11. Emergency procedures.
 - 12. Orders and requests of authorities having jurisdiction.
 - 13. Change Orders received and implemented.
 - 14. Construction Change Directives received and implemented.
 - 15. Services connected and disconnected.
 - 16. Equipment or system tests and startups.
 - 17. Substantial Completions authorized.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

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

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Contractor.
5. Name of firm or entity that prepared submittal.
6. Names of subcontractor, manufacturer, and supplier.
7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
8. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
9. Drawing number and detail references, as appropriate.
10. Indication of full or partial submittal.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.
- E. Submittals for Web-Based Project Software: Prepare submittals as PDF files, or other format indicated by Project software website.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 business days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Resubmittal Review: Allow 15 business days for review of each resubmittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
3. Physical Sample Transmittal: Include paper transmittal including complete submittal information indicated.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit 2 sets of Samples. Architect will retain 1 Sample set; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- G. Certificates:
 - 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 - 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 - 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 - 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- H. Test and Research Reports:
 - 1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
 - 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 - 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 - 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.7 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.8 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with indication in web-based Project software. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

1.9 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required.
 1. Submittals by Web-Based Project Software: Architect will indicate, on Project software website, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.3 DELEGATED-DESIGN SERVICES

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

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

- A. Delegated-Design Services Submittal: 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 list of codes, loads, and other factors used in performing these services.

1.6 INFORMATIONAL SUBMITTALS

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

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
 2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Permits, Licenses, and Certificates: For Owner's record, 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.
- 1.7 REPORTS AND DOCUMENTS
- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, telephone number, and email address of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Statement on condition of substrates and their acceptability for installation of product.
 2. Statement that products at Project site comply with requirements.
 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 5. Other required items indicated in individual Specification Sections.

- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

- 1. Statement that equipment complies with requirements.
- 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- 3. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect

installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - d. When testing is complete, remove test specimens and test assemblies.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report of each quality-control service.

3. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 4. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Commissioning Authority, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspection equipment at Project site.

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

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

1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

- 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.

- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Commissioning Authority's, reference during normal working hours.

- 1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

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

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.

32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Safety Engineers (The); www.asse.org.
34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AWEA - American Wind Energy Association; www.awea.org.
38. AWI - Architectural Woodwork Institute; www.awinet.org.
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
40. AWPA - American Wood Protection Association; www.awpa.com.
41. AWS - American Welding Society; www.aws.org.
42. AWWA - American Water Works Association; www.awwa.org.
43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
44. BIA - Brick Industry Association (The); www.gobrick.com.
45. BICSI - BICSI, Inc.; www.bicsi.org.
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CE - Conformite Europeenne; <http://ec.europa.eu/growth/single-market/ce-marking/>.
51. CEA - Canadian Electricity Association; www.electricity.ca.
52. CEA - Consumer Electronics Association; www.ce.org.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.pbmdf.com.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csagroup.com.
65. CSA - CSA International; www.csa-international.org.
66. CSI - Construction Specifications Institute (The); www.csinet.org.
67. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHI - Door and Hardware Institute; www.dhi.org.
72. ECA - Electronic Components Association; (See ECIA).
73. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
74. ECIA - Electronic Components Industry Association; www.eciaonline.org.
75. EIA - Electronic Industries Alliance; (See TIA).
76. EIMA - EIFS Industry Members Association; www.eima.com.
77. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
78. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
79. ESTA - Entertainment Services and Technology Association; (See PLASA).

80. ETL - Intertek (See Intertek); www.intertek.com.
81. EVO - Efficiency Valuation Organization; www.evo-world.org.
82. FCI - Fluid Controls Institute; www.fluidcontrolsintstitute.org.
83. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
84. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
85. FM Approvals - FM Approvals LLC; www.fmglobal.com.
86. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
87. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridarooft.com.
88. FSA - Fluid Sealing Association; www.fluidsealing.com.
89. FSC - Forest Stewardship Council U.S.; www.fscus.org.
90. GA - Gypsum Association; www.gypsum.org.
91. GANA - Glass Association of North America; www.glasswebsite.com.
92. GS - Green Seal; www.greenseal.org.
93. HI - Hydraulic Institute; www.pumps.org.
94. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
95. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
96. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
97. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
98. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
99. IAS - International Accreditation Service; www.iasonline.org.
100. ICBO - International Conference of Building Officials; (See ICC).
101. ICC - International Code Council; www.iccsafe.org.
102. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
103. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
104. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
105. IEC - International Electrotechnical Commission; www.iec.ch.
106. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
107. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
108. IESNA - Illuminating Engineering Society of North America; (See IES).
109. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
110. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
111. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
112. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
113. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
114. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
115. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
116. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
117. ISO - International Organization for Standardization; www.iso.org.
118. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
119. ITU - International Telecommunication Union; www.itu.int/home.
120. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
121. LMA - Laminating Materials Association; (See CPA).
122. LPI - Lightning Protection Institute; www.lightning.org.

123. MBMA - Metal Building Manufacturers Association; www.mbma.com.
124. MCA - Metal Construction Association; www.metalconstruction.org.
125. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
126. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
127. MHIA - Material Handling Industry of America; www.mhia.org.
128. MIA - Marble Institute of America; www.marble-institute.com.
129. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
130. MPI - Master Painters Institute; www.paintinfo.com.
131. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
132. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
133. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
134. NADCA - National Air Duct Cleaners Association; www.nadca.com.
135. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
136. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
137. NBI - New Buildings Institute; www.newbuildings.org.
138. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
139. NCMA - National Concrete Masonry Association; www.ncma.org.
140. NEBB - National Environmental Balancing Bureau; www.nebb.org.
141. NECA - National Electrical Contractors Association; www.necanet.org.
142. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
143. NEMA - National Electrical Manufacturers Association; www.nema.org.
144. NETA - InterNational Electrical Testing Association; www.netaworld.org.
145. NFHS - National Federation of State High School Associations; www.nfhs.org.
146. NFPA - National Fire Protection Association; www.nfpa.org.
147. NFPA - NFPA International; (See NFPA).
148. NFRC - National Fenestration Rating Council; www.nfrc.org.
149. NHLA - National Hardwood Lumber Association; www.nhla.com.
150. NLGA - National Lumber Grades Authority; www.nlga.org.
151. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
152. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
153. NRCA - National Roofing Contractors Association; www.nrca.net.
154. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
155. NSF - NSF International; www.nsf.org.
156. NSPE - National Society of Professional Engineers; www.nspe.org.
157. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
158. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
159. NWFA - National Wood Flooring Association; www.nwfa.org.
160. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
161. PDI - Plumbing & Drainage Institute; www.pdionline.org.
162. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
163. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
164. RFCI - Resilient Floor Covering Institute; www.rfci.com.
165. RIS - Redwood Inspection Service; www.redwoodinspection.com.
166. SAE - SAE International; www.sae.org.
167. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
168. SDI - Steel Deck Institute; www.sdi.org.
169. SDI - Steel Door Institute; www.steeldoor.org.

170. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
171. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
172. SIA - Security Industry Association; www.siaonline.org.
173. SJI - Steel Joist Institute; www.steeljoist.org.
174. SMA - Screen Manufacturers Association; www.smainfo.org.
175. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
176. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
177. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
178. SPIB - Southern Pine Inspection Bureau; www.spib.org.
179. SPRI - Single Ply Roofing Industry; www.spri.org.
180. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
181. SSINA - Specialty Steel Industry of North America; www.ssina.com.
182. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
183. STI - Steel Tank Institute; www.steeltank.com.
184. SWI - Steel Window Institute; www.steelwindows.com.
185. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
186. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
187. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
188. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
189. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
190. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
191. TMS - The Masonry Society; www.masonrysociety.org.
192. TPI - Truss Plate Institute; www.tpinst.org.
193. TPI - Turfgrass Producers International; www.turfgrassod.org.
194. TRI - Tile Roofing Institute; www.tilerroofing.org.
195. UL - Underwriters Laboratories Inc.; www.ul.com.
196. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
197. USAV - USA Volleyball; www.usavolleyball.org.
198. USGBC - U.S. Green Building Council; www.usgbc.org.
199. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
200. WA - Wallcoverings Association; www.wallcoverings.org.
201. WASTEC - Waste Equipment Technology Association; www.wastec.org.
202. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
203. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
204. WDMA - Window & Door Manufacturers Association; www.wdma.com.
205. WI - Woodwork Institute; www.wicnet.org.
206. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
207. WWPA - Western Wood Products Association; www.wwpa.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. DIN - Deutsches Institut für Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; www.usace.army.mil.
 2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
 3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
 4. DOD - Department of Defense; www.quicksearch.dla.mil.
 5. DOE - Department of Energy; www.energy.gov.
 6. EPA - Environmental Protection Agency; www.epa.gov.
 7. FAA - Federal Aviation Administration; www.faa.gov.
 8. FG - Federal Government Publications; www.gpo.gov/fdsys.
 9. GSA - General Services Administration; www.gsa.gov.
 10. HUD - Department of Housing and Urban Development; www.hud.gov.
 11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
 12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
 13. SD - Department of State; www.state.gov.
 14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
 15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
 16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
 17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
 18. USP - U.S. Pharmacopeial Convention; www.usp.org.
 19. USPS - United States Postal Service; www.usps.com.
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
 2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
 3. DSCC - Defense Supply Center Columbus; (See FS).
 4. FED-STD - Federal Standard; (See FS).
 5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.
 6. MILSPEC - Military Specification and Standards; (See DOD).
 7. USAB - United States Access Board; www.access-board.gov.
 8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
 2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
 3. CDHS; California Department of Health Services; (See CDPH).
 4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
 5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
 6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
 7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservicetamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service from Existing System: Water from existing water system is available for use with a hydrant meter provided by the Owner. Provide connections and extensions of service as required for construction operations.

1.3 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.4 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.
 - 3. Drinking water.
 - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 76 deg F.
 - 5. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 01 77 00 "Closeout Procedures."

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
- C. Water Service: Install water distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
 - 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Electronic Communication Service: Provide WiFi as necessary for the web based project management system.

3.4 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touch up signs so they are legible at all times.

F. Waste Disposal Facilities: Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."

G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

H. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

I. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Refer to Civil drawings.
- D. Stormwater Control: See Civil drawings.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
- G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.

3.6 MOISTURE AND MOLD CONTROL

- A. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.

2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- B. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard and replace stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- C. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
- 3.7 OPERATION, TERMINATION, AND REMOVAL
- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 01 25 00 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved by Architect through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 10 business days of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 business days of receipt of request, or 5 business days of receipt of additional information or documentation, whichever is later.
 - a. Form of Architect's Approval of Submittal: As specified in Section 01 33 00 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
 - B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.
- 1.4 QUALITY ASSURANCE
- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
- 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING
- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
 - B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
 - C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: ..."
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: ..."
3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
 - a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: ..."
4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.
 - a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: ..."
5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: ..."
6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: ..."
7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or

indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- a. For approval of products by unnamed manufacturers, comply with requirements in Section 01 25 00 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 2. Evidence that proposed product provides specified warranty.
 3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 4. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Hot work loss prevention.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for limits on use of Project site.
 - 2. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.2 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner

that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

- J. Remove and replace damaged, defective, or non-conforming Work.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

- G. Waste Disposal: Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with commissioning requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 HOT WORK LOSS PREVENTION

- A. Contractor shall adhere to the guidelines set forth in the attached Exhibit #3: FM Global "Guide to Hot Work Loss Prevention".

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. All waste materials are property of the contractor.
- B. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

- A. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- C. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 GENERAL

- A. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management during the entire duration of the Contract.

3.2 DISPOSAL OF WASTE

- A. General: Remove all waste materials from Project site (Owner's property) and legally dispose of them in a manner acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials to accumulate on-site.
 - 2. Remove and transport waste in a manner that will prevent spillage on adjacent surfaces and areas.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 01 78 23 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
 - 2. Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 3. Section 01 79 00 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at final completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 5. Submit testing, adjusting, and balancing records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 01 79 00 "Demonstration and Training."
 6. Advise Owner of changeover in utility services.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements.
 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on

Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Submit list of incomplete items in the following format:
 - a. Web-based project software upload. Utilize software feature for creating and updating list of incomplete items (punch list).

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranties in Paper Form:
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

- c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Sweep concrete floors broom clean in unoccupied spaces.
 - e. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - f. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - g. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory manuals.
2. Emergency manuals.
3. Systems and equipment operation manuals.
4. Systems and equipment maintenance manuals.
5. Product maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect and Commissioning Authority will comment on whether content of operation and maintenance submittals is acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

- B. Format: Submit operation and maintenance manuals in the following format:

1. Submit three paper copies. Architect will return two copies.

- C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.

1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

- D. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Architect.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.5 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

- B. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.
 - 2. Emergency instructions.
 - 3. Emergency procedures.
 - C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 - 1. Fire.
 - 2. Flood.
 - 3. Gas leak.
 - 4. Water leak.
 - 5. Power failure.
 - 6. Water outage.
 - 7. System, subsystem, or equipment failure.
 - 8. Chemical release or spill.
 - D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
 - E. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping.
 - 2. Shutdown instructions for each type of emergency.
 - 3. Operating instructions for conditions outside normal operating limits.
 - 4. Required sequences for electric or electronic systems.
 - 5. Special operating instructions and procedures.
- 1.6 SYSTEMS AND EQUIPMENT OPERATION MANUALS
- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
 - B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 - 2. Performance and design criteria if Contractor has delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Piped system diagrams.
 - 9. Precautions against improper use.

10. License requirements including inspection and renewal dates.
 - C. Descriptions: Include the following:
 1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
 - D. Operating Procedures: Include the following, as applicable:
 1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
 - E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
 - F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.
- 1.7 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS
- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
 - B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds, as described below.
 - C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated

into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

- a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 3. Identification and nomenclature of parts and components.
 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.
- H. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
- 1.8 PRODUCT MAINTENANCE MANUALS
- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
 - B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
 - C. Product Information: Include the following, as applicable:

1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for final property survey.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned record prints and 1 set(s) of prints.
 - 2) Include all drawings, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

1.3 RECORD DRAWINGS

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

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.

- b. Date.
- c. Designation "PROJECT RECORD DRAWINGS."
- d. Name of Architect.
- e. Name of Contractor.

1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 - 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy.

1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- C. Format: Submit record Product Data as annotated PDF electronic file.
 - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

1.6 MAINTENANCE OF RECORD DOCUMENTS

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

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.

1.2 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

1.3 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals.

1.4 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.

- c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
- 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Systems and equipment operation manuals.
 - c. Systems and equipment maintenance manuals.
 - d. Product maintenance manuals.
 - e. Project Record Documents.
 - f. Identification systems.
 - g. Warranties and bonds.
 - h. Maintenance service agreements and similar continuing commitments.
- 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
- 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.

- d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning.
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

1.5 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 78 23 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

1.6 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner with at least 15 business days' advance notice.

- D. Training Location and Reference Material: Conduct training using final operation and maintenance data submittals.
- E. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Demolition of Selected Building or Site Elements

1.2 FIELD CONDITIONS

- A. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- B. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- C. Storage or sale of removed items or materials on-site is not permitted.
- D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- E. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other buildings.

3.2 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Remove temporary barricades and protections where hazards no longer exist.

3.3 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Dispose of demolished items and materials promptly. Comply with requirements in Section 01 74 19 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.4 CLEANING

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

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Form Facing Material

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.
 - 1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
 - 2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.

2.2 FORM-FACING MATERIALS

- A. As-Cast Surface Form-Facing Material:
 - 1. Provide continuous, true, and smooth concrete surfaces.
 - 2. Furnish in largest practicable sizes to minimize number of joints.
 - 3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 03 30 00 "Cast-In-Place Concrete, and as follows:
 - a. Plywood, metal, or other approved panel materials.

2.3 RELATED MATERIALS

- A. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- B. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.

2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.

PART 3 - EXECUTION

3.1 INSTALLATION OF FORMWORK

- A. Comply with ACI 301.
- B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 and to comply with the Surface Finish designations specified in Section 03 30 00 "Cast-In-Place Concrete" for as-cast finishes
- C. Limit concrete surface irregularities as follows:
 1. Surface Finish-2.0: ACI 117 Class B, 1/4 inch.
- D. Construct forms tight enough to prevent loss of concrete mortar.
 1. Minimize joints.
- E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.
 1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
 2. Install keyways, reglets, recesses, and other accessories, for easy removal.
- F. Do not use rust-stained, steel, form-facing material.
- G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.
 1. Provide and secure units to support screed strips.
 2. Use strike-off templates or compacting-type screeds.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. At construction joints, overlap forms onto previously placed concrete not less than 12 inches.
- J. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.
 1. Determine sizes and locations from trades providing such items.
 2. Obtain written approval of Architect prior to forming openings not indicated on Drawings.
- K. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

- L. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- M. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.
 - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

3.3 FIELD QUALITY CONTROL

- A. Inspections:
 - 1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Steel Reinforcing

1.2 ACTION SUBMITTALS

- A. Product Data: For the following:

- 1. Each type of steel reinforcement.
- 2. Bar supports.
- 3. Mechanical splice couplers.

- B. Shop Drawings: Comply with ACI SP-066:

- 1. Include placing drawings that detail fabrication, bending, and placement.
- 2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, details of welding splices, tie spacing, hoop spacing, and supports for concrete reinforcement.

- C. Construction Joint Layout: Indicate proposed construction joints required to build the structure.

- 1. Location of construction joints is subject to approval of the Architect.

1.3 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

- 1. Reinforcement to Be Welded: Welding procedure specification in accordance with AWS D1.4/D1.4M

- B. Material Test Reports: For the following, from a qualified testing agency:

- 1. Steel Reinforcement:

- a. For reinforcement to be welded, mill test analysis for chemical composition and carbon equivalent of the steel in accordance with ASTM A706/A706M.

- 2. Mechanical splice couplers.

- C. Field quality-control reports.

1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.4/D 1.4M.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.
- B. Reinforcing Bars: ASTM A706/A706M, Grade 60, deformed.

2.2 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.
 - 1. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
- B. Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch in diameter.

2.3 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protection of In-Place Conditions:
 - 1. Do not cut or puncture vapor retarder.
 - 2. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

- A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.
- B. Accurately position, support, and secure reinforcement against displacement.

1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
 2. Do not tack weld crossing reinforcing bars.
- C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.
- D. Provide concrete coverage in accordance with Structural drawings.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Splices: Lap splices as indicated on Structural drawings.

3.3 JOINTS

- A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
1. Place joints perpendicular to main reinforcement.
 2. Continue reinforcement across construction joints unless otherwise indicated.
 3. Do not continue reinforcement through sides of strip placements of floors and slabs.

3.4 INSTALLATION TOLERANCES

- A. Comply with ACI 117.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare test reports.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Cast-in-Place Concrete
- B. Vapor Retarder
- C. Joint Filler Strip

1.2 RELATED REQUIREMENTS

- A. Section 03 10 00 "Concrete Forming and Accessories" for form-facing materials, form liners, insulating concrete forms, and waterstops.
- B. Section 03 20 00 "Concrete Reinforcing" for steel reinforcing bars and welded-wire reinforcement.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, and other pozzolans materials subject to compliance with requirements.
- B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.4 ACTION SUBMITTALS

- A. Product Data: For each of the following.
 - 1. Portland cement.
 - 2. Fly ash.
 - 3. Slag cement.
 - 4. Blended hydraulic cement.
 - 5. Aggregates.
 - 6. Admixtures:
 - a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
 - 7. Vapor retarders.
 - 8. Liquid floor treatments.
 - 9. Curing materials.
 - 10. Joint fillers.
- B. Design Mixtures: For each concrete mixture, include the following:

1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum w/cm.
5. Calculated equilibrium unit weight, for lightweight concrete.
6. Slump limit.
7. Air content.
8. Nominal maximum aggregate size.
9. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
10. Intended placement method.
11. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Shop Drawings:

1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - a. Location of construction joints is subject to approval of the Architect.

1.5 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Curing compounds.

B. Material Test Reports: For the following, from a qualified testing agency:

1. Portland cement.
2. Fly ash.
3. Slag cement.
4. Blended hydraulic cement.
5. Aggregates.
6. Admixtures:

C. Research Reports: For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.

D. Preconstruction Test Reports: For each mix design.

E. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.

1. Include the following information in each test report:
 - a. Admixture dosage rates.
 - b. Slump.
 - c. Air content.
 - d. Seven-day compressive strength.
 - e. 28-day compressive strength.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with ASTM C94/C94M and ACI 301.

1.9 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1.
- B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 1. ACI 301.

2.2 CONCRETE MATERIALS

- A. Cementitious Materials:
 1. Portland Cement: ASTM C150/C150M, Type I-II .
 2. Fly Ash: ASTM C618, Class C or F.
 3. Slag Cement: ASTM C989/C989M, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C33/C33M, Class 3M coarse aggregate or better, graded. Provide aggregates from a single source.

1. Alkali-Silica Reaction: Comply with one of the following:
 - a. Expansion Result of Aggregate: Not more than 0.04 percent at one-year when tested in accordance with ASTM C1293.
 - b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10 percent at an age of 16 days when tested in accordance with ASTM C1567.
 - c. Alkali Content in Concrete: Not more than 4 lb./cu. yd. for moderately reactive aggregate or 3 lb./cu. yd. for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301.
2. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C260/C260M.
- D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride in steel-reinforced concrete.
 1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
 2. Retarding Admixture: ASTM C494/C494M, Type B.
 3. Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
 5. High-Range, Water-Reducing and -Retarding Admixture: ASTM C494/C494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
- E. Water and Water Used to Make Ice: ASTM C94/C94M, potable [or] [complying with ASTM C1602/C1602M, including all limits listed in Table 2 and the requirements of paragraph 5.4]
- 2.3 VAPOR RETARDERS
 - A. Sheet Vapor Retarder, Class A: ASTM E1745, Class A; not less than 10 mils thick. Include manufacturer's recommended adhesive or pressure-sensitive tape.
- 2.4 CURING MATERIALS
 - A. Clear, Waterborne, Membrane-Forming, Curing and Sealing Compound: ASTM C1315, Type 1, Class A.
- 2.5 RELATED MATERIALS
 - A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.

2.6 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.
 - 1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash or Other Pozzolans: 25 percent by mass.
 - 2. Slag Cement: 50 percent by mass.
 - 3. Total of Fly Ash or Other Pozzolans, Slag Cement: 50 percent by mass, with fly ash or pozzolans not exceeding 25 percent by mass.
 - 4. Total of Fly Ash or Other Pozzolans: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass.
- C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
 - 1. Use high-range water-reducing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, and concrete with a w/cm below 0.50.

2.7 CONCRETE MIXTURES

- A. Class A: Normal-weight concrete used for footings, grade beams, and tie beams.
 - 1. Exposure Class: ACI 318 F2.
 - 2. Minimum Compressive Strength: 2500 psi at 28 days.
 - 3. Maximum w/cm: 0.52.
 - 4. Slump Limit: 4 inches, plus or minus 1 inch.
 - 5. Air Content:
 - a. Exposure Classes F2 and F3: 6 percent, plus or minus 1.5 percent at point of delivery for concrete containing 3/4-inch nominal maximum aggregate size.
 - 6. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.
- B. Class C: Normal-weight concrete used for interior slabs-on-ground.
 - 1. Exposure Class: ACI 318 F0
 - 2. Minimum Compressive Strength: 3000 psi at 28 days.
 - 3. Maximum w/cm: 0.48.
 - 4. Slump Limit: 4 inches, plus or minus 1 inch.
 - 5. Air Content:

- a. Do not use an air-entraining admixture or allow total air content to exceed 3 percent for concrete used in trowel-finished floors.
- 6. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 by weight of cement.

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94/C94M, and furnish batch ticket information.

PART 3 - EXECUTION

3.1 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
 - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3.2 INSTALLATION OF VAPOR RETARDER

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.
 - 1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
 - 2. Face laps away from exposed direction of concrete pour.
 - 3. Lap vapor retarder over footings and grade beams not less than 6 inches, sealing vapor retarder to concrete.
 - 4. Lap joints 6 inches and seal with manufacturer's recommended tape.
 - 5. Terminate vapor retarder at the top of floor slabs, grade beams, and pile caps, sealing entire perimeter to floor slabs, grade beams, foundation walls, or pile caps.
 - 6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
 - 7. Protect vapor retarder during placement of reinforcement and concrete.
 - a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches on all sides, and sealing to vapor retarder.

3.3 JOINTS

- A. Construct joints true to line, with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.

1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Architect.
 2. Place joints perpendicular to main reinforcement.
 - a. Continue reinforcement across construction joints unless otherwise indicated.
 - b. Do not continue reinforcement through sides of strip placements of floors and slabs.
 3. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
- C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated.
- D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
 2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface, where joint sealants, specified in Section 07 92 00 "Joint Sealants," are indicated.
 3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- E. Doweled Joints:
1. Install dowel bars and support assemblies at joints where indicated on Drawings.
 2. Lubricate or asphalt coat one-half of dowel bar length to prevent concrete bonding to one side of joint.
- F. Dowel Plates: Install dowel plates at joints where indicated on Drawings.
- 3.4 CONCRETE PLACEMENT
- A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.
1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
 2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.
- B. Notify Architect and testing and inspection agencies 24 hours prior to commencement of concrete placement.
- C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect in writing, but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301, but not to exceed the amount indicated on the concrete delivery ticket.
 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.
 1. If a section cannot be placed continuously, provide construction joints as indicated.
 2. Deposit concrete to avoid segregation.
 3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.
 - a. Do not use vibrators to transport concrete inside forms.
 - b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
 - c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
 - d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 1. Do not place concrete floors and slabs in a checkerboard sequence.
 2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 3. Maintain reinforcement in position on chairs during concrete placement.
 4. Screed slab surfaces with a straightedge and strike off to correct elevations.
 5. Level concrete, cut high areas, and fill low areas.
 6. Slope surfaces uniformly to drains where required.
 7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
 8. Do not further disturb slab surfaces before starting finishing operations.

3.5 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.

- a. Patch voids larger than 1-1/2 inches wide or 1/2 inch deep.
- b. Remove projections larger than 1 inch.
- c. Tie holes do not require patching.
- d. Surface Tolerance: ACI 117 Class D.
- e. Apply to concrete surfaces not exposed to public view.

B. Related Unformed Surfaces:

1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.6 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Float Finish:

1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
2. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 tolerances for conventional concrete.

C. Trowel Finish:

1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
3. Do not add water to concrete surface.
4. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
5. Apply a trowel finish to surfaces exposed to view.
6. Finish and measure surface, so gap at any point between concrete surface and an unlevelled, freestanding, 10-ft.- long straightedge resting on two high spots and placed anywhere on the surface does not exceed 3/16 inch.

3.7 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:

1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.

3. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations:
 1. Coordinate sizes and locations of concrete bases with actual equipment provided.
 2. Construct concrete bases as indicated on Drawings.
 3. Minimum Compressive Strength: 3000 psi at 28 days.

3.8 CONCRETE CURING

- A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
 1. Comply with ACI 301 and ACI 306.1 for cold weather protection during curing.
 2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply in accordance with manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Curing Formed Surfaces: Comply with ACI 308.1 as follows:
 1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
 2. If forms remain during curing period, moist cure after loosening forms.
 3. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:
 - a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
 - b. Continuous Sprinkling: Maintain concrete surface continuously wet.
 - c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
 - d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, taping, or lapping seams.
 - e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
 - 1) Recoat areas subject to heavy rainfall within three hours after initial application.
 - 2) Maintain continuity of coating and repair damage during curing period.

D. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:

1. Begin curing immediately after finishing concrete.
2. Interior Concrete Floors:
 - a. Floors to Receive Curing and Sealing Compound:
 - 1) Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller in accordance with manufacturer's written instructions.
 - 2) Recoat areas subjected to heavy rainfall within three hours after initial application.
 - 3) Repeat process 24 hours later, and apply a second coat. Maintain continuity of coating, and repair damage during curing period.

3.9 TOLERANCES

- A. Conform to ACI 117.

3.10 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.
- B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
1. Testing agency shall immediately report to Architect, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
 2. Testing agency shall report results of tests and inspections, in writing, to Owner, Architect, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
 - a. Test reports shall include reporting requirements of ASTM C31/C31M and ASTM C39/C39M, including the following as applicable to each test and inspection:
 - 1) Project name.
 - 2) Name of testing agency.
 - 3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
 - 4) Name of concrete manufacturer.
 - 5) Date and time of inspection, sampling, and field testing.
 - 6) Date and time of concrete placement.
 - 7) Location in Work of concrete represented by samples.
 - 8) Date and time sample was obtained.
 - 9) Truck and batch ticket numbers.
 - 10) Design compressive strength at 28 days.
 - 11) Concrete mixture designation, proportions, and materials.

- 12) Field test results.
 - 13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
 - 14) Type of fracture and compressive break strengths at seven days and 28 days.
- C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.
- D. Inspections:
1. Headed bolts and studs.
 2. Verification of use of required design mixture.
 3. Concrete placement, including conveying and depositing.
 4. Curing procedures and maintenance of curing temperature.
 5. Verification of concrete strength before removal of shores and forms from beams and slabs.
 6. Batch Plant Inspections: On a random basis, as determined by Architect.
- E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M shall be performed in accordance with the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C143/C143M:
 - a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - b. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.
 - a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C1064/C1064M:
 - a. One test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.

5. Unit Weight: ASTM C567/C567M fresh unit weight of structural lightweight concrete.
 - a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
6. Compression Test Specimens: ASTM C31/C31M:
 - a. Cast and laboratory cure two sets of two 6-inch by 12-inch cylinder specimens for each composite sample.
 - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
7. Compressive-Strength Tests: ASTM C39/C39M.
 - a. Test one set of two laboratory-cured specimens at seven days and one set of two specimens at 28 days.
 - b. Test one set of two field-cured specimens at seven days and one set of two specimens at 28 days.
 - c. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5000 psi, or no compressive strength test value is less than 1 percent of specified compressive strength if specified compressive strength is greater than 5000 psi.
10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
11. Additional Tests:
 - a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
 - b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by Architect.
 - 1) Acceptance criteria for concrete strength shall be in accordance with ACI 301 section 1.6.6.3.
12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

3.11 PROTECTION

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.
7. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.
8. Protect concrete surfaces scheduled to receive surface hardener or polished concrete finish using Floor Slab Protective Covering.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Concrete Masonry Units
- B. Steel Reinforcing Bars
- C. Grout
- D. Flashing
- E. Compressible Filler
- F. Preformed Control-Joint Gaskets

1.2 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For reinforcing steel. Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315.
- C. Samples: For each type and color of the following:
 - 1. Exposed CMUs.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of product. For masonry units, include material test reports substantiating compliance with requirements.
- B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
 - 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C109/C109M for compressive strength, ASTM C1506 for water retention, and ASTM C91/C91M for air content.
 - 2. Include test reports, according to ASTM C1019, for grout mixes required to comply with compressive strength requirement.

1.5 QUALITY ASSURANCE

- A. Sample Panels: Build sample panels to verify selections made under Sample submittals and to demonstrate aesthetic effects. Comply with requirements in Section 01 40 00 "Quality Requirements" for mockups.
 - 1. Build sample panels for typical exterior wall in sizes approximately 48 inches long by 48 inches high.

1.6 FIELD CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.

2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
 - 1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
- B. CMUs: ASTM C90.
 - 1. Unit Compressive Strength: As indicated in Structural drawings.
 - 2. Density Classification: As indicated in Structural drawings.
- C. Decorative CMUs: ASTM C90.
 - 1. Unit Compressive Strength: As indicated in Structural drawings.
 - 2. Density Classification: As indicated in Structural drawings.
 - 3. Pattern and Texture:

- a. Standard pattern, split-face finish.

2.3 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C91/C91M.
- E. Aggregate for Mortar: ASTM C144.
 - 1. White-Mortar Aggregates: Natural white sand or crushed white stone.
 - 2. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- F. Aggregate for Grout: ASTM C404.
- G. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C494/C494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
- H. Water: Potable.

2.4 REINFORCEMENT

- A. Uncoated-Steel Reinforcing Bars: ASTM A615/A615M or ASTM A996/A996M, Grade 60.
- B. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells and to hold reinforcing bars in center of cells. Units are formed from 0.148-inch steel wire, hot-dip galvanized after fabrication. Provide units designed for number of bars indicated.
- C. Masonry-Joint Reinforcement, General: ASTM A951/A951M.
 - 1. Exterior Walls: Hot-dip galvanized carbon steel.
 - 2. Wire Size for Side Rods: 0.148-inch diameter.
 - 3. Wire Size for Cross Rods: 0.148-inch diameter.
 - 4. Spacing of Cross Rods: Not more than 16 inches o.c.
 - 5. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

2.5 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:

1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A82/A82M, with ASTM A153/A153M, Class B-2 coating.
2. Steel Sheet, Galvanized after Fabrication: ASTM A1008/A1008M, Commercial Steel, with ASTM A153/A153M, Class B coating.
3. Steel Plates, Shapes, and Bars: ASTM A36/A36M.

2.6 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene urethane or PVC.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D2000, Designation M2AA-805 or PVC, complying with ASTM D2287, Type PVC-65406 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D226/D226M, Type I (No. 15 asphalt felt).

2.7 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
 1. Do not use calcium chloride in mortar or grout.
 2. Use portland cement-lime or masonry cement mortar unless otherwise indicated.
 3. For exterior masonry, use portland cement-lime or masonry cement mortar.
 4. For reinforced masonry, use portland cement-lime or masonry cement mortar.
 5. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
 1. For reinforced masonry, use Type S.
 2. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.
- D. Grout for Unit Masonry: Comply with ASTM C476.
 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.

2. Proportion grout in accordance with ASTM C476, Table 1 or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi.
3. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C143/C143M.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

3.2 TOLERANCES

A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.

B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- D. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below, and rod mortar or grout into core.
- E. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:
 - 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
 - 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
 - 3. Bed webs in mortar in grouted masonry, including starting course on footings.
 - 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
- B. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- C. Cut joints flush on interior masonry walls.

3.5 MASONRY-JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
 - 1. Space reinforcement not more than 16 inches o.c.
 - 2. Space reinforcement not more than 8 inches o.c. in foundation walls and parapet walls.
 - 3. Provide reinforcement not more than 8 inches above and below wall openings and extending 12 inches beyond openings in addition to continuous reinforcement.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.

- D. Provide continuity at corners by using prefabricated L-shaped units.

3.6 REINFORCED UNIT MASONRY

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
 - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
 - 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and that of other loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
 - 1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
 - 2. Limit height of vertical grout pours as indicated in Structural drawings.

3.7 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
- B. Inspections: Special inspections according to Level B in TMS 402/ACI 530/ASCE 5.
 - 1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
 - 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
 - 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- C. Testing Prior to Construction: One set of tests.
- D. Testing Frequency: One set of tests for each 5000 sq. ft. of wall area or portion thereof.
- E. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C140 for compressive strength.
- F. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C780.

- G. Mortar Test (Property Specification): For each mix provided, according to ASTM C780. Test mortar for mortar air content and compressive strength.
- H. Grout Test (Compressive Strength): For each mix provided, according to ASTM C1019.
- I. Prism Test: For each type of construction provided, according to ASTM C1314 at seven days and at 28 days.

3.8 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
 - 2. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.

3.9 MASONRY WASTE DISPOSAL

- A. Waste Disposal as Fill Material: At Contractor's option, dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed. Fill must comply with requirements in the Geotechnical Report. Otherwise, waste disposal is per section 01 74 19.
 - 1. Do not dispose of masonry waste as fill within 18 inches of finished grade.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Steel W-Shapes
- B. Cold-Formed Hollow Structural Sections
- C. Steel Channels
- D. Steel Angles
- E. Steel Plates
- F. Steel Bars
- G. Steel Pipe
- H. Bolts
- I. Grout

1.2 DEFINITIONS

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in ANSI/AISC 303.

1.3 ACTION SUBMITTALS

- A. Product Data:
 - 1. Structural-steel materials.
 - 2. High-strength, bolt-nut-washer assemblies.
 - 3. Shear stud connectors.
 - 4. Anchor rods.
 - 5. Threaded rods.
 - 6. Shrinkage-resistant grout.
- B. Shop Drawings: Show fabrication of structural-steel components.

1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Mill test reports for structural-steel materials, including chemical and physical properties.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category BU or is accredited by the IAS Fabricator Inspection Program for Structural Steel (Acceptance Criteria 172).

- B. Installer Qualifications: A qualified Installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE.
- C. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1/D1.1M.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with applicable provisions of the following specifications and documents:
 - 1. ANSI/AISC 303.
 - 2. ANSI/AISC 360.
 - 3. RCSC's "Specification for Structural Joints Using High-Strength Bolts."
- B. Connection Design Information:
 - 1. Fabricator's experienced steel detailer shall select or complete connections in accordance with ANSI/AISC 303.
 - a. Select and complete connections using schematic details indicated and ANSI/AISC 360.

2.2 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: [ASTM A992/A992M] [ASTM A572/A572M, Grade 50.
- B. Channels, Angles, M, S-Shapes: ASTM A36/A36M.
- C. Plate and Bar: ASTM A36/A36M.
- D. Cold-Formed Hollow Structural Sections: ASTM A500/A500M, Grade B structural tubing.
- E. Steel Pipe: ASTM A53/A53M, Type E or Type S, Grade B.
- F. Welding Electrodes: Comply with AWS requirements.

2.3 BOLTS AND CONNECTORS

- A. High-Strength A325 Bolts, Nuts, and Washers: ASTM F3125/F3125M, Grade A325, Type 1, heavy-hex steel structural bolts; ASTM A563, Grade DH, heavy-hex carbon-steel nuts; and ASTM F436/F436M, Type 1, hardened carbon-steel washers; all with plain finish.

2.4 RODS

- A. Headed Anchor Rods: [ASTM F1554, Grade 36] [ASTM F1554, Grade 55, weldable], straight.

1. Finish: Hot-dip zinc coating, ASTM A153/A153M, Class C.
- B. Threaded Rods: [ASTM A36/A36M] [ASTM A193/A193M, Grade B7].
 1. Finish: Hot-dip zinc coating, ASTM A153/A153M, Class C.
- 2.5 PRIMER
 - A. Steel Primer:
 1. Comply with Section 09 91 13 "Exterior Painting".
- 2.6 SHRINKAGE-RESISTANT GROUT
 - A. Metallic, Shrinkage-Resistant Grout: ASTM C1107/C1107M, factory-packaged, metallic aggregate grout, mixed with water to consistency suitable for application and a 30-minute working time.
 - B. Nonmetallic, Shrinkage-Resistant Grout: ASTM C1107/C1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.
- 2.7 FABRICATION
 - A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate in accordance with ANSI/AISC 303 and to ANSI/AISC 360.
 - B. Shear Stud Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Weld using automatic end welding of headed-stud shear connectors in accordance with AWS D1.1/D1.1M and manufacturer's written instructions.
- 2.8 SHOP CONNECTIONS
 - A. High-Strength Bolts: Shop install high-strength bolts in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for type of bolt and type of joint specified.
 1. Joint Type: Snug tightened.
 - B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
- 2.9 SHOP PRIMING
 - A. Shop prime steel surfaces, except the following:

1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches.
 2. Surfaces to be field welded.
 3. Surfaces of high-strength bolted, slip-critical connections.
- B. Surface Preparation of Steel: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces in accordance with the following specifications and standards:
1. SSPC-SP 3.
- C. Priming: Immediately after surface preparation, apply primer in accordance with manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

2.10 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage qualified testing agency to perform shop tests and inspections.
1. Allow testing agency access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
 2. Bolted Connections: Inspect shop-bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
 3. Welded Connections: Visually inspect shop-welded connections in accordance with AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E165/E165M.
 - b. Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 - c. Ultrasonic Inspection: ASTM E164.
 - d. Radiographic Inspection: ASTM E94/E94M.
 4. In addition to visual inspection, test and inspect shop-welded shear stud connectors in accordance with requirements in AWS D1.1/D1.1M.
 5. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and in accordance with ANSI/AISC 303 and ANSI/AISC 360.
- B. Baseplates Bearing Plates and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Weld plate washers to top of baseplate.
 - 3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 - 4. Promptly pack shrinkage-resistant grout solidly between bearing surfaces and plates, so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for grouting.
- C. Maintain erection tolerances of structural steel within ANSI/AISC 303.

3.3 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts" for bolt and joint type specified.
 - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Comply with ANSI/AISC 303 and ANSI/AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector to perform the following special inspections:
 - 1. Verify structural-steel materials and inspect steel frame joint details.
 - 2. Verify weld materials and inspect welds.
 - 3. Verify connection materials and inspect high-strength bolted connections.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
 - 1. Bolted Connections: Inspect bolted connections in accordance with RCSC's "Specification for Structural Joints Using High-Strength Bolts."
 - 2. Welded Connections: Visually inspect field welds in accordance with AWS D1.1/D1.1M.

- a. In addition to visual inspection, test and inspect field welds in accordance with AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - 1) Liquid Penetrant Inspection: ASTM E165/E165M.
 - 2) Magnetic Particle Inspection: ASTM E709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 - 3) Ultrasonic Inspection: ASTM E164.
 - 4) Radiographic Inspection: ASTM E94/E94M.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Not Used
- B. Not Used
- C. Steel Plates, Shapes, and Bars
- D. Not Used
- E. Metal Bollards
- F. Not Used
- G. Not Used
- H. Bolts

1.2 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Fasteners.
 - 2. Shop primers.
- B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.

PART 2 - PRODUCTS

2.1 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
- C. Steel Tubing: ASTM A500/A500M, cold-formed steel tubing.
- D. Steel Pipe: ASTM A53/A53M, Standard Weight (Schedule 40) unless otherwise indicated.

2.2 FASTENERS

- A. General: Unless otherwise indicated, provide zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5. Select fasteners for type, grade, and class required.
- B. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.

1. Carbon-steel components zinc plated to comply with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5, unless otherwise indicated.

2.3 MISCELLANEOUS MATERIALS

- A. Shop Primers: Provide primers that comply with Section 09 91 13 "Painting."
- B. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

2.4 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

- H. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, not less than 8 inches from ends and corners of units and 24 inches o.c.

2.5 MISCELLANEOUS FRAMING AND SUPPORTS

- A. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.

2.6 METAL BOLLARDS

- A. Fabricate metal bollards from Schedule 80 steel pipe.

2.7 STEEL WELD PLATES AND ANGLES

- A. Provide steel weld plates and angles not specified in other Sections, for items supported from concrete or masonry construction as needed to complete the Work.

2.8 GENERAL FINISH REQUIREMENTS

- A. Finish metal fabrications after assembly.

2.9 STEEL AND IRON FINISHES

- A. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A153/A153M for steel and iron hardware and with ASTM A123/A123M for other steel and iron products.
 - 1. Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
- B. Shop prime iron and steel items unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.
 - 1. Shop prime with primer specified in Section 09 91 13 "Painting".
- C. Preparation for Shop Priming: Prepare surfaces to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
- D. Shop Priming: Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLATION OF MISCELLANEOUS FRAMING AND SUPPORTS

- A. Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

3.3 INSTALLATION OF BEARING AND LEVELING PLATES

- A. Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates.
- B. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with shrinkage-resistant grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

3.4 REPAIRS

A. Touchup Painting:

1. Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A780/A780M.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Metal Grating Stairs
- B. Railings
- C. Handrails

1.2 ACTION SUBMITTALS

- A. Product Data: For metal grating stairs and the following:
 - 1. Gratings.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, details, and attachment to other work.
 - 2. Indicate sizes of metal sections, thickness of metals, profiles, holes, and field joints.
 - 3. Include plan at each level.
 - 4. Indicate locations of anchors, weld plates, and blocking for attachment of handrails.
- C. Delegated-Design Submittal: For stairs and railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer's experience with providing delegated-design engineering services of the kind indicated, including documentation that engineer is licensed in the State in which Project is located.

1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design stairs and railings, including attachment to building construction.

- B. Structural Performance of Stairs: Metal stairs shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Uniform Load: 100 lbf/sq. ft..
 - 2. Concentrated Load: 300 lbf applied on an area of 4 sq. in..
 - 3. Uniform and concentrated loads need not be assumed to act concurrently.
 - 4. Stair Framing: Capable of withstanding stresses resulting from railing loads in addition to loads specified above.
 - 5. Limit deflection of treads, platforms, and framing members to L/360.
- C. Structural Performance of Railings: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Handrails and Top Rails of Guards:
 - a. Uniform load of 50 lbf/ft. applied in any direction.
 - b. Concentrated load of 200 lbf applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 - 2. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - a. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- D. Seismic Performance of Stairs: Metal stairs shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 - 1. Component Importance Factor: As indicated on Structural drawings.

2.2 METALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Steel Bars for Grating Treads: ASTM A 36/A 36M or steel strip, ASTM A 1011/A 1011M or ASTM A 1018/A 1018M.
- C. Steel Wire Rod for Grating Crossbars: ASTM A 510/A 510M.
- D. Steel Pipe for Railings: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
- E. Provide galvanized finish.

2.3 FASTENERS

- A. General: Provide zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941/F 1941M, Class Fe/Zn 12 for exterior use, and Class Fe/Zn 5.
 - 1. Select fasteners for type, grade, and class required.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.

2.4 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

2.5 FABRICATION, GENERAL

- A. Provide complete stair assemblies, including metal framing, hangers, railings, clips, brackets, bearing plates, and other components necessary to support and anchor stairs and platforms on supporting structure.
 - 1. Join components by welding unless otherwise indicated.
 - 2. Use connections that maintain structural value of joined pieces.
- B. Assemble stairs and railings in shop to greatest extent possible.
 - 1. Disassemble units only as necessary for shipping and handling limitations.
 - 2. Clearly mark units for reassembly and coordinated installation.
- C. Cut, drill, and punch metals cleanly and accurately.
 - 1. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated.
 - 2. Remove sharp or rough areas on exposed surfaces.
- D. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- E. Form exposed work with accurate angles and surfaces and straight edges.
- F. Weld connections to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.

4. Weld exposed corners and seams continuously unless otherwise indicated.
 5. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish # 3 - Partially dressed weld with spatter removed.
- G. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible.
1. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts unless otherwise indicated.
 2. Locate joints where least conspicuous.
 3. Fabricate joints that are exposed to weather in a manner to exclude water.
 4. Provide weep holes where water may accumulate internally.
- 2.6 FABRICATION OF STEEL-FRAMED STAIRS
- A. NAAMM Stair Standard: Comply with NAAMM AMP 510, "Metal Stairs Manual," for Industrial Class, unless more stringent requirements are indicated.
- B. Stair Framing:
1. Fabricate stringers of steel channels.
 - a. Stringer Size: As required to comply with "Performance Requirements" Article.
 - b. Provide closures for exposed ends of channel stringers.
 - c. Finish: Galvanized.
 2. Construct platforms and tread supports of steel plate or channel headers and miscellaneous framing members as required to comply with "Performance Requirements" Article.
 - a. Provide closures for exposed ends of channel framing.
 - b. Finish: Galvanized.
 3. Weld or bolt stringers to headers; weld or bolt framing members to stringers and headers.
- C. Metal Bar-Grating Stairs: Form treads and platforms to configurations shown from metal bar grating; fabricate to comply with NAAMM MBG 531, "Metal Bar Grating Manual."
1. Fabricate treads and platforms from welded steel grating with 1-1/4-by-3/16-inch bearing bars at 15/16 inch o.c. and crossbars at 4 inches o.c.
 - a. Secure treads to stringers with bolts.
 2. Fabricate grating platforms with nosing matching that on grating treads.
 - a. Secure grating to platform framing with bolts.

- D. Risers: Open.
- E. Toe Plates: Provide toe plates around openings and at edge of open-sided floors and platforms, and at open ends and open back edges of treads.
 - 1. Material and Finish: Steel plate to match finish of other steel items.

2.7 FABRICATION OF STAIR RAILINGS

- A. Fabricate railings to comply with requirements indicated for design, dimensions, details, finish, and member sizes, including wall thickness of member, post spacings, wall bracket spacing, and anchorage, but not less than that needed to withstand indicated loads.
 - 1. Rails and Posts: 1-5/8-inch-diameter.
- B. Welded Connections: Fabricate railings with welded connections.
 - 1. Fabricate connections that are exposed to weather in a manner that excludes water.
 - a. Provide weep holes where water may accumulate internally.
 - 2. Cope components at connections to provide close fit, or use fittings designed for this purpose.
 - 3. Weld all around at connections, including at fittings.
 - 4. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 5. Obtain fusion without undercut or overlap.
 - 6. Remove flux immediately.
 - 7. Finish welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish #4 - Good quality, uniform undressed weld with minimal splatter as shown in NAAMM AMP 521.
- C. Form changes in direction of railings as follows:
 - 1. By bending or by inserting prefabricated elbow fittings.
- D. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required.
 - 1. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- E. Close exposed ends of railing members with prefabricated end fittings.
- F. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated.
 - 1. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.

- G. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, end closures, flanges, miscellaneous fittings, and anchors for interconnecting components and for attaching to other work.
 - 1. For galvanized railings, provide galvanized fittings, brackets, fasteners, sleeves, and other ferrous-metal components.
 - 2. Provide type of bracket with predrilled hole for exposed bolt anchorage and that provides 1-1/2-inch clearance from inside face of handrail to finished wall surface.
- H. Fillers: Provide fillers made from steel plate, or other suitably crush-resistant material, where needed to transfer wall bracket loads through wall finishes to structural supports.
 - 1. Size fillers to suit wall finish thicknesses and to produce adequate bearing area to prevent bracket rotation and overstressing of substrate.

2.8 FINISHES

- A. Finish metal stairs after assembly.
- B. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.
 - 1. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.

PART 3 - EXECUTION

3.1 INSTALLING METAL STAIRS

- A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing metal stairs to in-place construction.
 - 1. Include threaded fasteners for concrete and masonry inserts, through-bolts, lag bolts, and other connectors.
- B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal stairs. Set units accurately in location, alignment, and elevation, measured from established lines and levels and free of rack.
- C. Install metal stairs by bolting stair framing to structure.
- D. Fit exposed connections accurately together to form hairline joints.
 - 1. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations.
 - 2. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
 - 3. Comply with requirements for welding in "Fabrication, General" Article.

3.2 INSTALLING RAILINGS

- A. Adjust railing systems before anchoring to ensure matching alignment at abutting joints with tight, hairline joints.
 - 1. Space posts at spacing as required by design loads.
 - 2. Plumb posts in each direction, within a tolerance of 1/16 inch in 3 feet.
 - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of stairs for sloping members do not exceed 1/4 inch in 12 feet.
 - 4. Secure posts and rail ends to building construction as follows:
 - a. Anchor posts to steel by bolting to steel supporting members.
- B. Attach handrails to wall with wall brackets.
 - 1. Locate brackets at spacing required to support structural loads.
 - 2. Secure wall brackets to building construction as required to comply with performance requirements.

3.3 REPAIR

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Decorative Metal

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product, including finishing materials.
- B. Shop Drawings: Show fabrication and installation details for decorative metal.
 - 1. Indicate materials, finishes, fasteners, anchorages, and accessory items.
- C. Samples: For each type of decorative metal.

PART 2 - PRODUCTS

2.1 DECORATIVE METAL

- A. Steel Sheet, Cold Rolled: ASTM A 1008/A 1008M, either commercial steel or structural steel, exposed.
 - 1. Basis of Design: McNichols Company perforated metal.
 - a. Galvanized, 22 gauge.
 - b. 3/32" round holes on 3/16" centers.

2.2 FASTENERS

- A. Fastener Materials: Unless otherwise indicated, provide the following:
 - 1. Steel Items: Plated steel fasteners complying with ASTM B 633, Class Fe/Zn 25 for electrodeposited zinc coating where concealed, Type 304 stainless-steel fasteners where exposed.

2.3 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

2.4 FABRICATION, GENERAL

- A. Form decorative metal to required shapes and sizes, true to line and level with true curves and accurate angles and surfaces. Finish exposed surfaces to smooth, sharp, well-defined lines and arris.
- B. Mill joints to a tight, hairline fit. Cope or miter corner joints. Fabricate connections that will be exposed to weather in a manner to exclude water.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Provide anchorage devices and fasteners where needed to secure decorative metal to in-place construction.
- B. Set products accurately in location, alignment, and elevation, measured from established lines and levels.
- C. Fit exposed connections accurately together to form tight, hairline joints or, where indicated, uniform reveals and spaces for sealants and joint fillers.
- D. Do not cut or abrade finishes that cannot be completely restored in the field. Return items with such finishes to the shop for required alterations, followed by complete refinishing, or provide new units as required.
- E. Restore protective coverings that have been damaged during shipment or installation. Remove protective coverings only when there is no possibility of damage from other work.
- F. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Dimension Lumber Framing
- B. Not Used
- C. Wood I-Joists
- D. Furring
- E. Rim Boards
- F. Not Used
- G. Blocking
- H. Nailers
- I. Not Used
- J. Metal Framing Anchors

1.2 ACTION SUBMITTALS

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

1.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
 - 1. Wood-preservative-treated wood.
 - 2. Engineered wood products.
 - 3. Power-driven fasteners.
 - 4. Post-installed anchors.
 - 5. Metal framing anchors.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.
- C. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
1. Allowable design stresses, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2[for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground].
1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 4. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.
 5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 DIMENSION LUMBER FRAMING

- A. Non-Load-Bearing Interior Partitions: Construction or No. 2 grade.
1. Species:
 - a. Western woods; WCLIB or WWPA.

- B. Exterior Load-Bearing Walls: No. 2 grade.
 - 1. Species: As indicated in Structural drawings.

2.4 ENGINEERED WOOD PRODUCTS

- A. Wood I-Joists: Prefabricated units, I-shaped in cross section, made with solid or structural composite lumber flanges and wood-based structural panel webs, let into and bonded to flanges. Comply with material requirements of and with structural capacities established and monitored according to ASTM D 5055.
 - 1. Manufacturer: Use RedBuilt or approved equal
 - 2. Web Material: Either OSB or plywood, complying with DOC PS 1 or DOC PS 2, Exposure 1.
 - 3. Structural Properties: Depths and design values not less than those indicated.
 - 4. Comply with APA PRI-400. Factory mark I-joists with APA-EWS trademark indicating nominal joist depth, joist class, span ratings, mill identification, and compliance with APA-EWS standard.
- B. Rim Boards: Product designed to be used as a load-bearing member and to brace wood I-joists at bearing ends, complying with research or evaluation report for I-joists.
 - 1. Manufacturer: Provide products by same manufacturer as I-joists.
 - 2. Material: All-veneer product or product made from any combination solid lumber, wood strands, and veneers.
 - 3. Thickness: 1-1/4 inches.
 - 4. Comply with APA PRR-401, rim board grade. Factory mark rim boards with APA-EWS trademark indicating thickness, grade, and compliance with APA-EWS standard.

2.5 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Cants.
 - 5. Furring.
 - 6. Grounds.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.
- C. Concealed Boards: 15 percent maximum moisture content and any of the following species and grades:
 - 1. Western woods; Construction or No. 2 Common grade; WCLIB or WWP.

2.6 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- C. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 as appropriate for the substrate.

2.7 METAL FRAMING ANCHORS

- A. Manufacturer: Simpson Strong-Tie or approved equal
- B. Allowable design loads, as published by manufacturer, shall meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency. Framing anchors shall be punched for fasteners adequate to withstand same loads as framing anchors.
- C. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
 - 1. Use for interior locations unless otherwise indicated.
- D. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.
 - 1. Use for wood-preservative-treated lumber and where indicated.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.

- C. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate furring, nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Do not splice structural members between supports unless otherwise indicated.
- F. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- G. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
 - 2. ICC-ES evaluation report for fastener.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Wall Sheathing
- B. Roof Sheathing
- C. Parapet Sheathing

1.2 ACTION SUBMITTALS

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

PART 2 - PRODUCTS

2.1 WOOD PANEL PRODUCTS

2.2 WALL SHEATHING

- A. Plywood Sheathing: DOC PS 1, Exterior, Structural I sheathing.

2.3 ROOF SHEATHING

- A. Plywood Sheathing: DOC PS 1, Exterior, Structural I sheathing.

2.4 PARAPET SHEATHING

- A. Glass-Mat Gypsum Sheathing: ASTM C1177/C1177M.
 - 1. Type and Thickness: Type X, 5/8 inch thick.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. For roof parapet and wall sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
 - 2. ICC-ES evaluation report for fastener.
- D. Coordinate wall parapet and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
 - 1. Wall and Roof Sheathing:
 - a. Nail to wood framing.
 - b. Space panels 1/8 inch apart at edges and ends.

3.3 GYPSUM SHEATHING INSTALLATION

- A. Comply with GA-253 and with manufacturer's written instructions.
 - 1. Fasten gypsum sheathing to wood framing with screws.
 - 2. Install panels with a 1/4-inch gap where they abut masonry or similar materials that might retain moisture, to prevent wicking.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Structural Glued-Laminated Timber
- B. Timber Connectors

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Certificates of Conformance: Issued by a qualified testing and inspecting agency indicating that structural glued-laminated timber complies with requirements in AITC A190.1.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: An AITC- or APA-EWS-licensed firm.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. General: Comply with provisions in AITC 111.
- B. Individually wrap members using plastic-coated paper covering with water-resistant seams.

PART 2 - PRODUCTS

2.1 STRUCTURAL GLUED-LAMINATED TIMBER

- A. General: Provide structural glued-laminated timber that complies with AITC A190.1 and AITC 117 or research/evaluation reports acceptable to authorities having jurisdiction.
 - 1. Factory mark each piece of structural glued-laminated timber with AITC Quality Mark or APA-EWS trademark. Place mark on surfaces that are not exposed in the completed Work.
 - 2. Provide structural glued-laminated timber made with wet-use adhesive complying with AITC A190.1.

- B. Species and Grades for Structural Glued-Laminated Timber: Douglas fir-larch that complies with structural properties indicated.

2.2 TIMBER CONNECTORS

- A. Materials: Unless otherwise indicated, fabricate from the following materials:
 - 1. Structural-steel shapes, plates, and flat bars complying with ASTM A 36/A 36M.
 - 2. Round steel bars complying with ASTM A 575, Grade M 1020.
 - 3. Hot-rolled steel sheet complying with ASTM A 1011/A 1011M, Structural Steel, Type SS, Grade 33.
- B. Finish steel assemblies and fasteners with rust-inhibitive primer, 2-mil dry film thickness.

2.3 MISCELLANEOUS MATERIALS

- A. End Sealer: Manufacturer's standard, transparent, colorless wood sealer that is effective in retarding the transmission of moisture at cross-grain cuts and is compatible with indicated finish.
- B. Penetrating Sealer: Manufacturer's standard, transparent, penetrating wood sealer that is compatible with indicated finish.

2.4 FABRICATION

- A. Shop fabricate for connections to greatest extent possible, including cutting to length and drilling bolt holes.
- B. Camber: As indicated in Structural drawings.
- C. End-Cut Sealing: Immediately after end cutting each member to final length, apply a saturation coat of end sealer to ends and other cross-cut surfaces, keeping surfaces flood coated for not less than 10 minutes.
- D. Seal Coat: After fabricating, sanding, and end-coat sealing, apply a heavy saturation coat of penetrating sealer on surfaces of each unit.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Erect structural glued-laminated timber true and plumb and with uniform, close-fitting joints. Provide temporary bracing to maintain lines and levels until permanent supporting members are in place.

1. Handle and temporarily support glued-laminated timber to prevent surface damage, compression, and other effects that might interfere with indicated finish.
- B. Cutting: Only as allowed per notes on Structural drawings.

3.2 PROTECTION

- A. Do not remove wrappings on individually wrapped members until they no longer serve a useful purpose, including protection from weather, sunlight, soiling, and damage from work of other trades.
 1. Slit underside of wrapping to prevent accumulation of moisture inside the wrapping.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Penetrating Water Repellent

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of water repellent applied to substrate indicated.

1.3 QUALITY ASSURANCE

- A. Applicator Qualifications: An employer of workers trained and approved by manufacturer.

PART 2 - PRODUCTS

2.1 PENETRATING WATER REPELLENTS

- A. Basis of Design: Prosoco "Blok-Guard & Graffiti Control II".

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements and conditions affecting performance of the Work.
 - 1. Verify that surfaces are clean and dry according to water-repellent manufacturer's requirements. Check moisture content in representative locations by method recommended by manufacturer.
 - 2. Verify that there is no efflorescence or other removable residues that would be trapped beneath the application of water repellent.
 - 3. Verify that required repairs are complete, cured, and dry before applying water repellent.
- B. Test pH level according to water-repellent manufacturer's written instructions to ensure chemical bond to silica-containing or siliceous minerals.

3.2 PREPARATION

- A. New Construction and Repairs: Allow concrete masonry units to age before application of water repellent, according to repellent manufacturer's written instructions.

- B. Cleaning: Before application of water repellent, clean substrate of substances that could impair penetration or performance of product according to water-repellent manufacturer's written instructions.
- C. Coordination with Mortar Joints: Do not apply water repellent until pointing mortar for joints adjacent to surfaces receiving water-repellent treatment has been installed and cured.
- D. Coordination with Sealant Joints: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
 - 1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those required.

3.3 APPLICATION

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.
- B. Apply to all exterior surfaces of concrete masonry units.
- C. Apply coating of water repellent on surfaces to be treated using low-pressure spray to the point of saturation. Apply coating in dual passes of uniform, overlapping strokes. Remove excess material; do not allow material to puddle beyond saturation. Comply with manufacturer's written instructions for application procedure unless otherwise indicated.
- D. Apply a second saturation coating, repeating first application. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.

3.4 CLEANING

- A. Remove water repellent from all surfaces that are not intended to receive water repellent. If water repellent can not be removed without damage, replace affected material, equipment, etc. as necessary.
- B. Comply with manufacturer's written cleaning instructions.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Glass-Fiber Blanket
- B. XPS Foam-Plastic Board
- C. Polyisocyanurate Foam-Plastic Board

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Research reports.

PART 2 - PRODUCTS

2.1 PERFORMANCE CHARACTERISTICS

- A. See Code Plans for R value requirements.

2.2 EXTRUDED POLYSTYRENE (XPS) FOAM-PLASTIC BOARD

- A. Extruded polystyrene boards in this article are also called "XPS boards."
- B. Extruded Polystyrene Board, Type IV: ASTM C 578, Type IV, 25-psi minimum compressive strength; unfaced; maximum flame-spread and smoke-developed indexes of 25 and 450, respectively, per ASTM E 84.

2.3 POLYISOCYANURATE FOAM-PLASTIC BOARD

- A. Polyisocyanurate Board, Fiberglass Faced : ASTM C 1289, foil faced, Type II, Class 2.
 - 1. Fire Propagation Characteristics: Passes NFPA 285 testing as part of an approved assembly.

2.4 GLASS-FIBER BLANKET

- A. Glass-Fiber Blanket, Unfaced: ASTM C 665, Type I; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively, per ASTM E 84; passing ASTM E 136 for combustion characteristics.

2.5 ACCESSORIES

- A. Insulation for Miscellaneous Voids:
 - 1. Glass-Fiber Insulation: ASTM C 764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E 84.
 - 2. Spray Polyurethane Foam Insulation: ASTM C 1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84.
- B. Insulation Anchors, Spindles, and Standoffs: As recommended by manufacturer.
- C. Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.2 INSTALLATION OF FOUNDATION WALL INSULATION

- A. Butt panels together for tight fit.
- B. Adhesive Installation: Install with adhesive according to manufacturer's written instructions.

3.3 INSTALLATION OF RIGID WALL INSULATION

- A. Foam-Plastic Board Insulation: Install pads of adhesive spaced approximately 24 inches o.c. both ways on inside face and as recommended by manufacturer. Fit courses of insulation between wall ties and other obstructions, with edges butted tightly in both directions. Press units firmly against inside substrates.

3.4 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

- A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. For wood-framed construction, install blankets according to ASTM C 1320.
- B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
 - 1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft..
 - 2. Spray Polyurethane Insulation: Apply according to manufacturer's written instructions.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Weather Barriers

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 WEATHER BARRIER

- A. Building Wrap: ASTM E 2357 passed, ABAA (Air Barrier Association of America) evaluated air barrier assembly, and assembly water resistance per ASTM E 331; with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested in accordance with ASTM E 84; UV stabilized for nine-month exposure; and acceptable to authorities having jurisdiction.
 - 1. Water-Vapor Permeance: Not less than 23 perms per ASTM E 96/E 96M, Desiccant Method (Procedure A).
 - 2. Flame Propagation Test: Materials and construction shall be as tested according to NFPA 285.
- B. Building-Wrap Tape: Pressure-sensitive plastic tape recommended by building-wrap manufacturer for sealing joints and penetrations in building wrap.

PART 3 - EXECUTION

3.1 WEATHER BARRIER INSTALLATION

- A. Cover sheathing with weather barrier as follows:
 - 1. Apply barrier to cover vertical flashing with a minimum 4-inch overlap unless otherwise indicated.
- B. Building Wrap: Comply with manufacturer's written instructions and warranty requirements.
 - 1. Seal seams, edges, fasteners, and penetrations with tape.
 - 2. Extend into jambs of openings and seal corners with tape.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Vapor Retarders

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 POLYETHYLENE VAPOR RETARDERS

- A. Polyethylene Vapor Retarders: ASTM D 4397, 10-mil- thick sheet, with permeance rating of 0.1 - 1 perm (class 2).

PART 3 - EXECUTION

3.1 INSTALLATION OF VAPOR RETARDERS

- A. Extend vapor retarders to extremities of areas to protect from vapor transmission. Secure vapor retarders in place with adhesives, vapor retarder fasteners, or other anchorage system as recommended by manufacturer. Extend vapor retarders to cover miscellaneous voids in insulated substrates, including those filled with loose-fiber insulation.
- B. Seal vertical joints in vapor retarders over framing by lapping no fewer than two studs and sealing with vapor-retarder tape according to vapor-retarder manufacturer's written instructions. Locate all joints over framing members or other solid substrates.
- C. Seal joints caused by pipes, conduits, electrical boxes, and similar items penetrating vapor retarders with vapor-retarder tape to create an airtight seal between penetrating objects and vapor retarders.
- D. Repair tears or punctures in vapor retarders immediately before concealment by other work. Cover with vapor-retarder tape or another layer of vapor retarders.

END OF SECTION

PART 1 - GENERAL

- 1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)
 - A. Exposed-Fastener, Lap-Seam, Metal Roof Panels
- 1.2 ACTION SUBMITTALS
 - A. Product Data: For each type of product.
 - B. Samples: For each type of metal panel indicated.
- 1.3 QUALITY ASSURANCE
 - A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- 1.4 WARRANTY
 - A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Ten years from date of Substantial Completion.
 - B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Finish Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

- 2.1 EXPOSED-FASTENER, LAP-SEAM, METAL ROOF PANELS
 - A. General: Provide factory-formed metal roof panels designed to be installed by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps. Include accessories required for weathertight installation.
 - B. Basis of Design: AEP Span "HR-36", 20 gauge, zinalume.
- 2.2 MISCELLANEOUS MATERIALS
 - A. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- 2.3 FABRICATION
 - A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements

demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

PART 3 - EXECUTION

3.1 METAL PANEL INSTALLATION

- A. Lap-Seam Metal Panels: Install metal panels according to manufacturer's written instructions.

3.2 CLEANING

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Fiber-Cement Siding

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For fiber-cement siding including related accessories.

1.3 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace products that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: 25 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 FIBER-CEMENT SIDING

- A. General: ASTM C 1186, Type A, Grade II, fiber-cement board, noncombustible when tested according to ASTM E 136; with a flame-spread index of 25 or less when tested according to ASTM E 84.
- B. Labeling: Provide fiber-cement siding that is tested and labeled according to ASTM C 1186 by a qualified testing agency acceptable to authorities having jurisdiction.
- C. Nominal Thickness: Not less than 5/16 inch.
- D. Panel Texture: 48-inch-wide sheets with smooth texture.

2.2 ACCESSORIES

- A. Siding Accessories, General: Provide starter strips, edge trim, outside and inside corner caps, and other items as recommended by siding manufacturer for building configuration.
- B. Fasteners:
 - 1. For fastening to wood, use ribbed bugle-head screws of sufficient length to penetrate a minimum of 1 inch into substrate.
 - 2. For fastening fiber cement, use hot-dip galvanized fasteners.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Comply with manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. Install joint sealants as specified in Section 07 92 00 "Joint Sealants" and to produce a weathertight installation.

3.2 ADJUSTING AND CLEANING

- A. Remove damaged, improperly installed, or otherwise defective materials and replace with new materials complying with specified requirements.
- B. Clean finished surfaces according to manufacturer's written instructions and maintain in a clean condition during construction.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. TPO Roofing
- B. Board Insulation
- C. Sheet Flashing
- D. Prefabricated Pipe Flashings
- E. Metal Termination Bars
- F. Cover Board
- G. Not Used
- H. Not Used
- I. Flexible Walkways

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. For insulation and roof system component fasteners, include copy of FM Approvals' RoofNav listing.
- B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:
 - 1. Layout and thickness of insulation.
 - 2. Base flashings and membrane termination details.
 - 3. Flashing details at penetrations.
 - 4. Tapered insulation layout, thickness, and slopes.
 - 5. Roof plan showing orientation of roof membrane, fastening spacings, and patterns for mechanically fastened roofing system.
 - 6. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Samples: For the following products:
 - 1. Roof membrane and flashings, of color required.
 - 2. Walkway pads or rolls, of color required.
- D. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.
- E. FM Global Submittal: Submit shop drawings, details, product data sheets, fastening specifications, and a RoofNav Contractor Package to FM Global for review prior to ordering materials.

1.3 INFORMATIONAL SUBMITTALS

- A. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - a. Submit evidence of compliance with performance requirements.
 2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
 - B. Product Test Reports: For roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.
 - C. Field Test Reports:
 1. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.
- 1.4 CLOSEOUT SUBMITTALS
- A. Maintenance data.
- 1.5 QUALITY ASSURANCE
- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed and listed in FM Approvals' RoofNav for roofing system identical to that used for this Project.
 - B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
- 1.6 WARRANTY
- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
 1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
- B. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746, ASTM D4272, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- C. Wind Uplift Resistance: Design roofing system to resist wind uplift pressures per ASCE 7.

- D. FM Approvals' RoofNav Listing: Roof membrane, base flashings, and component materials shall comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and shall be listed in FM Approvals' RoofNav for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals Certification markings.
 - 1. Fire/Windstorm Classification: Class 1A-60.
 - 2. Hail-Resistance Rating: SH.
 - 3. RoofNav Assembly Number: 3066-0-0 except with wood deck and additional securement as necessary to comply with performance requirements.
- E. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A ; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

2.2 THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

- A. TPO Sheet: ASTM D6878/D6878M, internally fabric or scrim-reinforced, TPO sheet.
 - 1. Thickness: 60 mils, nominal.
 - 2. Exposed Face Color: White.

2.3 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
 - 1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard unreinforced TPO sheet flashing, thick, minimum, of same color as TPO sheet.
- C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- D. Bonding Adhesive: Manufacturer's standard, water based.
- E. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.
- F. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate, and acceptable to roofing system manufacturer.
- G. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

2.4 ROOF INSULATION

- A. Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.
 - 1. Thickness:
 - a. Base Layer: 1-1/2 inches.
 - b. Upper Layer: As necessary to attain R value as indicated on the Code Plans.
- B. Tapered Insulation: Provide factory-tapered insulation boards.
 - 1. Material: Match roof insulation.
 - 2. Minimum Thickness: 1/4 inch.
 - 3. Minimum Slope:
 - a. Roof Field: 1/4 inch per foot.
 - b. Saddles and Crickets: 1/4 inch per foot.

2.5 INSULATION ACCESSORIES

- A. Fasteners: Factory-coated steel fasteners with metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- B. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:
 - 1. Modified asphaltic, asbestos-free, cold-applied adhesive.
- C. Cover Board: ASTM C1177/C1177M, glass-mat, water-resistant gypsum board or ASTM C1278/C1278M fiber-reinforced gypsum board.
 - 1. Thickness: 1/2 inch.
 - 2. Surface Finish: Unprimed.

2.6 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads or rolls, approximately 3/16 inch thick and acceptable to roofing system manufacturer.
 - 1. Size: Approximately 36 by 60 inches.
 - 2. Color: Contrasting with roof membrane.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

3.2 PREPARATION

- A. Perform fastener-pullout tests according to roof system manufacturer's written instructions.
 - 1. Submit test result within 24 hours after performing tests.
 - a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

3.3 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions, FM Approvals' RoofNav assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning Work on adjoining roofing.

3.4 INSTALLATION OF INSULATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and roof insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Wood Panel Decking:
 - 1. Install base layer of insulation with end joints staggered not less than 12 inches in adjacent rows.
 - a. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - b. Make joints between adjacent insulation boards not more than 1/4 inch in width.
 - c. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.
 - 1) Trim insulation so that water flow is unrestricted.

- d. Fill gaps exceeding 1/4 inch with insulation.
 - e. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
 2. Mechanically attach base layer of insulation using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to wood panel decks.
 - a. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.
 3. Install upper layers of insulation and tapered insulation with joints of each layer offset not less than 12 inches from previous layer of insulation.
 - a. Staggered end joints within each layer not less than 24 inches in adjacent rows.
 - b. Install with long joints continuous and with end joints staggered not less than 12 inches in adjacent rows.
 - c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - d. Make joints between adjacent insulation boards not more than 1/4 inch in width.
 - e. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.
 - 1) Trim insulation so that water flow is unrestricted.
 - f. Fill gaps exceeding 1/4 inch with insulation.
 - g. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
 - h. Adhere each layer of insulation to substrate using adhesive according to FM Approvals' RoofNav assembly requirements and FM Global Property Loss Prevention Data Sheet 1-29 for specified Windstorm Resistance Classification, as follows:
 - 1) Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

3.5 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction.
 1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 2. At internal roof drains, conform to slope of drain sump.
 - a. Trim cover board so that water flow is unrestricted.
 3. Cut and fit cover board tight to nailers, projections, and penetrations.
 4. Adhere cover board to substrate using adhesive according to FM Approvals' RoofNav assembly requirements and FM Global Property Loss Prevention Data Sheet 1-29 for specified Windstorm Resistance Classification, as follows:

- a. Set cover board in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

3.6 INSTALLATION OF MECHANICALLY FASTENED ROOFING

- A. Mechanically fasten roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll roof membrane and allow to relax before installing.
- C. For in-splice attachment, install roof membrane with long dimension perpendicular to steel roof deck flutes.
- D. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- E. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- F. Mechanically fasten or adhere roof membrane securely at terminations, penetrations, and perimeter of roofing.
- G. Apply roof membrane with side laps shingled with slope of roof deck.
- H. In-Seam Attachment: Secure one edge of TPO sheet using fastening plates or metal battens centered within seam, and mechanically fasten TPO sheet to roof deck.
- I. Seams: Clean seam areas, overlap roof membrane, and hot-air weld side and end laps of roof membrane and sheet flashings to ensure a watertight seam installation.
 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roof membrane and flashing sheet.
 2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
 3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- J. Spread sealant bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

3.7 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.

- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.8 INSTALLATION OF WALKWAYS

- A. Flexible Walkways:
 - 1. Install flexible walkways at the locations indicated on the drawings.
 - 2. Provide 6-inch clearance between adjoining pads.
 - 3. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.9 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Metal Copings
- B. Not Used
- C. Downspouts
- D. Not Used
- E. Not Used
- F. Parapet Scuppers
- G. Conductor Heads

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For roof specialties.
 - 1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.
- C. Samples: For each type of roof specialty and for each color and texture specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For tests performed by a qualified testing agency.
- B. Sample warranty.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing specialties to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer offering products meeting requirements that are FM Approvals listed for specified class and SPRI ES-1 tested to specified design pressure.

1.6 WARRANTY

- A. Roofing-System Warranty: Roof specialties are included in warranty provisions in Section 07 54 23 "Thermoplastic-Polyolefin (TPO) Roofing ."
- B. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. SPRI Wind Design Standard: Manufacture and install copings tested according to SPRI ES-1 and capable of resisting design pressures per ASCE 7.
- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

2.2 COPINGS

- A. Metal Copings: Manufactured coping system consisting of metal coping cap in section lengths not exceeding 12 feet, concealed anchorage; with corner units, end cap units, and concealed splice plates with finish matching coping caps.
 - 1. Metallic-Coated Steel Sheet Coping Caps: Zinc-coated (galvanized) steel, nominal 0.034-inch thickness or as required to meet performance requirements.
 - a. Surface: Smooth, flat finish.
 - b. Finish: Two-coat fluoropolymer.
 - c. Color: As selected by Architect from manufacturer's full range.

2. Corners: Factory mitered and continuously welded.
3. Coping-Cap Attachment Method: Snap-on, fabricated from coping-cap material.
 - a. Snap-on Coping Anchor Plates: Concealed, galvanized-steel sheet, 12 inches wide, with integral cleats.

2.3 ROOF-EDGE DRAINAGE SYSTEMS

- A. Downspouts: Shape as indicated, complete with machine-crimped elbows, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.
 1. Zinc-Coated Steel: Nominal 0.034-inch thickness.
- B. Parapet Scuppers: Manufactured with closure flange trim to exterior, 4-inch-wide wall flanges to interior, and base extending 4 inches beyond cant or tapered strip into field of roof.
 1. Zinc-Coated Steel: Nominal 0.028-inch thickness.
- C. Conductor Heads: Manufactured conductor heads, each with flanged back and stiffened top edge, and of dimensions and shape indicated, complete with outlet tube that nests into upper end of downspout.
 1. Zinc-Coated Steel: Nominal 0.028-inch thickness.
- D. Zinc-Coated Steel Finish: Two-coat fluoropolymer.
 1. Color: As selected by Architect from manufacturer's full range.

2.4 MATERIALS

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation.

2.5 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
 1. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A 153/A 153M or ASTM F 2329.
- B. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.

- C. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.

2.6 FINISHES

A. Coil-Coated Galvanized-Steel Sheet Finishes:

1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with ASTM A 755/A 755M and coating and resin manufacturers' written instructions.
 - a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete roof-specialty systems.
 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
 4. Torch cutting of roof specialties is not permitted.
 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
 1. Space movement joints at a maximum of 12 feet with no joints within 18 inches of corners or intersections unless otherwise indicated on Drawings.
 2. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.

- E. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F.

3.2 COPING INSTALLATION

- A. Install cleats, anchor plates, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor copings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.
 - 1. Interlock face and back leg drip edges of snap-on coping cap into cleated anchor plates anchored to substrate at manufacturer's required spacing that meets performance requirements.

3.3 ROOF-EDGE DRAINAGE-SYSTEM INSTALLATION

- A. General: Install components to produce a complete roof-edge drainage system according to manufacturer's written instructions. Coordinate installation of roof perimeter flashing with installation of roof-edge drainage system.
- B. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and 1 inch away from walls; locate fasteners at top and bottom and at approximately 48 inches o.c.
 - 1. Provide elbows at base of downspouts at grade to direct water away from building.
- C. Parapet Scuppers: Install scuppers through parapet where indicated. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
- D. Conductor Heads: Anchor securely to wall with elevation of conductor top edge 1 inch below scupper discharge.

3.4 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Remove temporary protective coverings and strippable films as roof specialties are installed.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Joint Sealants
- B. Joint Sealant Backing

1.2 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples: For each kind and color of joint sealant required.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C 1248.
- B. Silicone, Nonstaining, S, NS, 100/50, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.

2.3 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 100/50, T, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses T and NT.

2.4 JOINT-SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove laitance and form-release agents from concrete.
 - 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces.

3.2 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with ASTM C 1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 1. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

3.3 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.
 - 1. Joint Locations:
 - a. Isolation and contraction joints in cast-in-place concrete slabs.
 - b. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Urethane.
- B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Locations:
 - a. Control and expansion joints in unit masonry.
 - b. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Silicone, nonstaining.
- C. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.
 - 1. Joint Locations:
 - a. Isolation joints in cast-in-place concrete slabs.
 - b. Other joints as indicated on Drawings.
 - 2. Joint Sealant: Urethane.
- D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Locations:

- a. Control and expansion joints on exposed interior surfaces of exterior walls.
 - b. Vertical joints on exposed surfaces of unit masonry.
 - c. Other joints as indicated on Drawings.
- 2. Joint Sealant: Silicone.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Hollow Metal Doors
- B. Hollow Metal Frames

1.2 SUMMARY

- A. Section includes:
 - 1. Interior standard steel doors and frames.
 - 2. Exterior standard steel doors and frames.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include the following:
 - 1. Elevations of each door type.
 - 2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
 - 3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
- C. Product Schedule: For hollow-metal doors and frames, prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final door hardware schedule.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Exterior Doors: Provide door assemblies with U-factor as indicated on the Code Plans, when tested according to ASTM C518.

2.2 INTERIOR STANDARD STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Extra-Heavy-Duty Doors and Frames: ANSI/SDI A250.8, Level 3; ANSI/SDI A250.4, Level A..
 - 1. Doors:

- a. Type: As indicated in the Door and Frame Schedule.
- b. Thickness: 1-3/4 inches.
- c. Face: Metallic-coated steel sheet, minimum thickness of 0.053 inch.
- d. Edge Construction: Model 2, Seamless.
- e. Core: Manufacturer's standard.

2. Frames:

- a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch.
- b. Construction: Full profile welded.

2.3 EXTERIOR STANDARD STEEL DOORS AND FRAMES

- A. Construct hollow-metal doors and frames to comply with standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Extra-Heavy-Duty Doors and Frames: ANSI/SDI A250.8, Level 3; ANSI/SDI A250.4, Level A..

1. Doors:

- a. Type: As indicated in the Door and Frame Schedule.
- b. Thickness: 1-3/4 inches.
- c. Face: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A40 coating.
- d. Edge Construction: Model 2, Seamless.
- e. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets. Seal joints against water penetration.
- f. Bottom Edges: Close bottom edges of doors with end closures or channels of same material as face sheets. Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape.
- g. Core: Manufacturer's standard.

2. Frames:

- a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch, with minimum A60 coating.
- b. Construction: Full profile welded.

2.4 FRAME ANCHORS

A. Jamb Anchors:

1. Type: Anchors of minimum size and type required by applicable door and frame standard, and suitable for performance level indicated.
2. Quantity: Minimum of three anchors per jamb, with one additional anchor for frames with no floor anchor. Provide one additional anchor for each 24 inches of frame height above 7 feet.

B. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor.

- C. Material: ASTM A879/A879M, Commercial Steel (CS), 04Z coating designation; mill phosphatized.
 - 1. For anchors built into exterior walls, steel sheet complying with ASTM A1008/A1008M or ASTM A1011/A1011M; hot-dip galvanized according to ASTM A153/A153M, Class B.

2.5 GROUTING MATERIALS

- A. Grout: Comply with ASTM C 476, with a slump of not more than 4 inches as measured according to ASTM C 143/C 143M.
- B. Guards: Provide factory-installed grout guards of same material as frame, welded to frame at back of hardware cutouts, silencers, and glazing-stop screw preparations to close off interior of openings and prevent mortar or other materials from obstructing hardware operation or installation.
- C. Waterborne Asphaltic Emulsion Coating: Minimum 2.5-mil dry film thickness.

2.6 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A1011/A1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A653/A653M, Commercial Steel (CS), Type B.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A153/A153M.
- E. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.

2.7 FABRICATION

- A. Hollow-Metal Frames: Fabricate in one piece except where handling and shipping limitations require multiple sections. Where frames are fabricated in sections, provide alignment plates or angles at each joint, fabricated of metal of same or greater thickness as frames.
 - 1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
 - 2. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.

- B. Hardware Preparation: Factory prepare hollow-metal doors and frames to receive templated mortised hardware, and electrical wiring; include cutouts, reinforcement, mortising, drilling, and tapping according to ANSI/SDI A250.6, the Door Hardware Schedule, and templates.
 - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
 - 2. Comply with BHMA A156.115 for preparing hollow-metal doors and frames for hardware.

2.8 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
 - 1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with MPI 79.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces. Touch up factory-applied finishes where spreaders are removed.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.2 GROUTING

- A. Apply waterborne asphaltic emulsion coating to backs of frames before filling with grout.
- B. Prior to setting frame in place, fully grout frame jambs and heads. Hand trowel grout and take other precautions, including bracing frames, to ensure that frames are not deformed or damaged by grout forces.
- C. Allow grout to cure a minimum of 14 days before installing frame.

3.3 INSTALLATION

- A. Hollow-Metal Frames: Comply with ANSI/SDI A250.11.
 - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces without damage to completed Work.

- a. Where frames are fabricated in sections, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces. Touch-up finishes.
 - b. Install frames with removable stops located on secure side of opening.
 2. Floor Anchors: Secure with postinstalled expansion anchors.
 - a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.
 3. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout or mortar.
 4. Installation Tolerances: Adjust hollow-metal frames to the following tolerances:
 - a. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.
 - B. Hollow-Metal Doors: Fit and adjust hollow-metal doors accurately in frames, within clearances specified below.
 1. Comply with ANSI/SDI A250.8.
 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
 3. Smoke-Control Doors: Install doors according to NFPA 105.
- 3.4 FIELD QUALITY CONTROL
- A. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.
- 3.5 REPAIR
- A. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
 - B. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
 - C. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Overhead Coiling Doors

1.2 RELATED REQUIREMENTS

- A. Section 05 50 00 "Metal Fabrications" for miscellaneous steel supports, door-opening framing, corner guards, and bollards.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type and size of overhead coiling door and accessory.
- B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.
 - 1. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
 - 2. Show locations of controls, locking devices detectors or replaceable fusible links, and other accessories.
- C. Samples: For each exposed product and for each color and texture specified.

1.4 CLOSEOUT SUBMITTALS

- A. Special warranty.
- B. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of doors that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance, Exterior Doors: Capable of withstanding the following design wind loads:
 - 1. Design Wind Load: As indicated on Structural Drawings.
- B. Seismic Performance: Overhead coiling doors shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

2.2 DOOR ASSEMBLY

- A. Insulated Service Door: Overhead coiling door formed with curtain of interlocking metal slats.
- B. Operation Cycles: Door components and operators capable of operating for not less than 20,000.
- C. Curtain U-factor: As indicated on the Code Plans, when tested according to ASTM C518.
- D. Door Curtain Material: Galvanized steel.
- E. Door Curtain Slats: Flat profile slats of 3-1/4-inch center-to-center height.
 - 1. Insulated-Slat Interior Facing: Metal.
- F. Bottom Bar: Two angles, each not less than 1-1/2 by 1-1/2 by 1/8 inch thick; fabricated from hot-dip galvanized steel and finished to match door.
- G. Curtain Jamb Guides: Galvanized steel with exposed finish matching curtain slats.
- H. Hood: Match curtain material and finish.
 - 1. Mounting: Face of wall.
- I. Locking Devices: Equip door with locking device assembly and chain lock keeper.
 - 1. Locking Device Assembly: Cremone-type, both jamb sides locking bars, operable from inside with thumbturn.
- J. Manual Door Operator: Chain-hoist operator.
- K. Door Finish:
 - 1. Baked-Enamel or Powder-Coated Finish: Color as selected by Architect from manufacturer's full range.
 - 2. Interior Curtain-Slat Facing: Finish as selected by Architect from manufacturer's full range.

2.3 DOOR CURTAIN MATERIALS AND CONSTRUCTION

- A. Door Curtains: Fabricate overhead coiling-door curtain of interlocking metal slats, designed to withstand wind loading indicated, in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:
 - 1. Insulation: Fill slats for insulated doors with manufacturer's standard thermal insulation complying with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, according to ASTM E 84 or UL 723. Enclose insulation completely within slat faces.
 - 2. Metal Interior Curtain-Slat Facing: Match metal of exterior curtain-slat face, with minimum steel thickness of 0.010 inch.
- B. Curtain Jamb Guides: Manufacturer's standard angles or channels and angles of same material and finish as curtain slats unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent overtravel of curtain.

2.4 HOODS

- A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.
 - 1. Include automatic drop baffle on fire-rated doors to guard against passage of smoke or flame.
 - 2. Exterior-Mounted Doors: Fabricate hood to act as weather protection and with a perimeter sealant-joint-bead profile for applying joint sealant.

2.5 LOCKING DEVICES

- A. Locking Device Assembly: Fabricate with spring-loaded dead bolt, operating handle, cam plate, and adjustable locking bars to engage through slots in tracks.
- B. Chain Lock Keeper: Suitable for padlock.

2.6 CURTAIN ACCESSORIES

- A. Weatherseals for Exterior Doors: Equip each exterior door with weather-stripping gaskets fitted to entire exterior perimeter of door for a weather-resistant installation unless otherwise indicated.

2.7 COUNTERBALANCE MECHANISM

- A. General: Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.
- B. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.

2.8 MANUAL DOOR OPERATORS

- A. General: Equip door with manual door operator by door manufacturer.
- B. Chain-Hoist Operator: Consisting of endless steel hand chain, chain-pocket wheel and guard, and gear-reduction unit with a maximum 25-lbf force for door operation. Provide alloy-steel hand chain with chain holder secured to operator guide.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.

3.2 FIELD QUALITY CONTROL

- A. Repair or remove and replace installations where inspections indicate that they do not comply with specified requirements.

3.3 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain overhead coiling doors.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Door Hardware

1.2 PREINSTALLATION MEETINGS

- A. Keying Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Door hardware schedule.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Supplier of products and an employer of workers trained and approved by product manufacturers and of an Architectural Hardware Consultant who is available during the course of the Work to consult Contractor, Architect, and Owner about door hardware and keying.

- 1. Scheduling Responsibility: Preparation of door hardware and keying schedule.

1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.

- 1. Warranty Period: Ten years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Means of Egress Doors: Latches do not require more than 15 lbf to release the latch. Locks do not require use of a key, tool, or special knowledge for operation.
- B. Accessibility Requirements: Comply with the DOJ's "2010 ADA Standards for Accessible Design" ICC A117.1.

2.2 SCHEDULED DOOR HARDWARE

- A. Provide products for each door that comply with requirements indicated in Part 2 and door hardware groups at the end of this section. Manufacturer's products indicated are "Basis of Design". Cylinders and keying shall be compatible with the existing system used in the adjacent building.

2.3 HINGES

- A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal doors and hollow-metal frames.

2.4 EXIT DEVICES AND AUXILIARY ITEMS

- A. Exit Devices and Auxiliary Items: BHMA A156.3.

2.5 LOCK CYLINDERS

- A. Match existing cylinders in adjacent building as directed by Owner.
- B. Construction Cores: Provide construction cores that are replaceable by permanent cores.

2.6 KEYING

- A. Keys: Match existing key system in adjacent building. Provide 4 change keys.

2.7 SURFACE CLOSERS

- A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written instructions for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

2.8 OVERHEAD STOPS AND HOLDERS

- A. Overhead Stops and Holders: BHMA A156.8.

2.9 DOOR GASKETING

- A. Door Gasketing: BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
- B. Maximum Air Leakage: When tested according to ASTM E 283 with tested pressure differential of 0.3-inch wg, as follows:
 - 1. Smoke-Rated Gasketing: 0.3 cfm/sq. ft. of door opening.

2.10 THRESHOLDS

- A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.

2.11 METAL PROTECTIVE TRIM UNITS (ARMOR PLATE)

- A. Metal Protective Trim Units: BHMA A156.6; fabricated from stainless steel; with manufacturer's standard machine or self-tapping screw fasteners. Kick plates to extend the entire width of the door.

2.12 FINISHES

- A. Provide finishes complying with BHMA A156.18.
 - 1. Match finishes in existing adjacent building.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights to comply with the following unless otherwise indicated or required to comply with governing regulations.
 - 1. Standard Steel Doors and Frames: ANSI/SDI A250.8.
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.

- C. Hinges: Install types and in quantities indicated in door hardware schedule, but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent, unless other equivalent means of support for door, such as spring hinges or pivots, are provided.
- D. Lock Cylinders: Install construction cores to secure building and areas during construction period.
 - 1. Replace construction cores with permanent cores as directed by Owner.
- E. Thresholds: Set thresholds for exterior doors and other doors indicated in full bed of sealant complying with requirements specified in Section 07 92 00 "Joint Sealants."
- F. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
 - 1. Do not notch perimeter gasketing to install other surface-applied hardware.
- G. Armor Plate: Install on push side of door.

3.2 ADJUSTING

- A. Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.3 DOOR HARDWARE GROUPS

Hardware Group 1

Door(s) #100.3

3 each, Hinges	Bommer	BB5002N-450
1 each, Exit Device	Von Duprin	9875NL
1 each, Closer	LCN	4040XP-3049SCNS
1 each, Armor Plate	Trimco	KA064-36"
1 set, Seals	Pemko	S88
1 each, Sweep	Pemko	18062CNB
1 each, Threshold	Pemko	1715A

Hardware Group 2

Door(s) #100.2, 101.1

3 each, Hinges	Bommer	BB5002N-450
1 each, Exit Device	Von Duprin	9875EO
1 each, Closer	LCN	4040XP-3049SCNS
1 each, Armor Plate	Trimco	KA064-36"
1 set, Seals	Pemko	S88

1 each, Sweep	Pemko	18062CNB
1 each, Threshold	Pemko	1715A

Hardware Group 3

Door(s) #200.2

3 each, Hinges	Bommer	BB5002-450
1 each, Passage Latchset	Schlage	ND10S-RHO
1 each, Closer	LCN	4040XP-3049SCNS
1 set, Seals	Pemko	S88

Hardware Group 4

Door(s) #101.2

3 each, Hinges	Bommer	BB5002-450
1 each, Exit Device	Von Duprin	98L-BE
1 each, Overhead Stop	Glynn-Johnson	100S
3 each, Silencers	Trimco	1229A

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Not Used
- B. Not Used
- C. Gypsum Board, Type X
- D. Not Used
- E. Not Used
- F. Interior Trim

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

- A. Gypsum Board, Type X: ASTM C 1396/C 1396M.
 - 1. Thickness: 5/8 inch.
 - 2. Long Edges: Tapered.
 - 3. Optional Product Basis of Design: USG "EcoSmart" lightweight (1.8 lb./s.f.) panels.

2.3 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
 - 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.

2.4 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:

1. Interior Gypsum Board: Paper.
 - C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
 1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
- 2.5 AUXILIARY MATERIALS
- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
 - B. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.

PART 3 - EXECUTION

- 3.1 APPLYING AND FINISHING PANELS
- A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
 - B. Comply with ASTM C 840.
 - C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
 - D. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
 - E. Prefill open joints and damaged surface areas.
 - F. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
 - G. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 1. Level 3: All gypsum board surfaces.
- 3.2 PROTECTION
- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
 - B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. MPI Paint Systems

1.2 DEFINITIONS

- A. MPI: Master Painters Institute, Architectural Painting Specification Manual.
- B. MPI Gloss Level 1: Not more than five units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- C. MPI Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. MPI Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. MPI Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. MPI Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. MPI Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
- B. Samples: For each type of paint system and each color and gloss of topcoat.

1.4 EXTRA MATERIALS

- A. Furnish one gallon of additional paint top coat in each type and color.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. See Finish Key on drawings for manufacturer(s) & paint colors.

2.2 PAINT, GENERAL

- A. MPI Standards: Products shall comply with MPI standards indicated and shall be listed in its "MPI Approved Products Lists."
- B. Material Compatibility:
 - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 PAINTING SCHEDULE

A. Cement Board Substrates:

1. Latex System MPI EXT 3.3A:
 - a. Prime Coat: Latex, exterior, matching topcoat.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

B. Steel and Iron Substrates:

1. Alkyd System MPI EXT 5.1D:
 - a. Prime Coat: Shop primer specified in Section where substrate is specified.
 - b. Intermediate Coat: Exterior, alkyd enamel, matching topcoat.
 - c. Topcoat: Alkyd, exterior (MPI Gloss Level 2), MPI #8.

C. Gypsum Board Substrates:

1. Epoxy Modified Latex over Latex Sealer System MPI INT 9.2F:
 - a. Prime Coat: Primer sealer, latex, interior, MPI #50.

- b. Intermediate Coat: Epoxy Modified Latex, interior, matching topcoat.
 - c. Topcoat: Epoxy Modified Latex, interior (MPI Gloss Level 3), MPI #115.
- D. Wood Substrates: Traffic surfaces, including penthouse floor.
 - 1. Alkyd Floor Enamel System MPI EXT 6.5B:
 - a. Prime Coat: Floor enamel, alkyd, gloss, matching topcoat.
 - b. Intermediate Coat: Floor enamel, alkyd, gloss, matching topcoat.
 - c. Topcoat: Floor enamel, alkyd, gloss (MPI Gloss Level 6), MPI #27.
 - d. Additive: Manufacturer's standard additive to increase skid resistance of painted surface.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Portable, Hand-Carried Fire Extinguishers

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Six years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."
- B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

2.2 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

- A. Multipurpose Dry-Chemical Type: UL-rated 10 pound nominal capacity, with monoammonium phosphate-based dry chemical in manufacturer's standard enameled container.

2.3 MOUNTING BRACKETS

- A. Mounting Brackets: Manufacturer's standard steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with plated or red baked-enamel finish.
- B. Identification: Lettering complying with authorities having jurisdiction for letter style, size, spacing, and location. Locate as indicated by Architect.

1. Identify bracket-mounted fire extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to mounting surface.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Examine fire extinguishers for proper charging and tagging.
 1. Remove and replace damaged, defective, or undercharged fire extinguishers.
- B. Install fire extinguishers and mounting brackets in locations indicated and in compliance with requirements of authorities having jurisdiction.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES (ITEMS INDICATED IN DRAWINGS KEYNOTES)

- A. Knox Box

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 Knox Box

- A. Knox Company "KnoxBox 3200", recessed mount.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Prepare recesses for Knox Box as required.
- B. Install Knox Boxes in locations indicated and at 72 inches above the adjacent finished grade to center of box.
- C. Install Knox Boxes according to manufacturer's written instructions.

END OF SECTION

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. It is the intent of these specifications and the accompanying drawings to describe complete and functional mechanical systems.
- B. Include all incidental items and work not specifically shown or specified but required by good practice in a complete system.
- C. The drawings and specifications are complementary. What is called for in one shall be called for in both.
 - 1. The drawings are diagrammatic and are based on one manufacturer's equipment.
 - 2. They should be followed as closely as possible yet are not intended to show every item in its exact location or all the details of the equipment.
 - 3. Where required by job-site conditions, relocate, and provide fittings, etc. as required.
 - 4. Any deviations from the drawings must be approved by the owner's represented.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. The special conditions of this specification apply to the work specified in mechanical division 22-24

1.3 REFERENCE – USE THE LATEST EDITION

- A. American National Standards Institute (ANSI)
- B. American Society of Mechanical Engineers (ASME)
- C. American Society for Testing Materials (ASTM)
- D. ` Manufacturer's Standardization Society (MSS)
- E. National Electrical Manufacturers Association (NEMA)
- F. National Bureau of Standards (NBS)
- G. Occupational Safety and Health Act (OSHA)
- H. Pipe Fabrication Institute (PFI)
- I. Underwriters' Laboratories (UL)
- J. Air Diffusion Council

- K. American Gas Association (AGA)
- L. Air Movement and Control Association (AMCA)
- M. American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. (ASHRAE)
- N. National Environmental Balancing Bureau (NEBB)
- O. National Fire Protection Association (NFPA)
- P. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA)
- Q. Uniform Plumbing Code (UPC)
- R. Uniform Mechanical Code (UMC)
- S. Uniform Building Code (UBC)
- T. National Electric Code (NEC)
- U. Uniform Fire Code (UFC)
- V. American Welding Society (AWS)
- W. American Water Works Association (AWWA)

1.4 SUBMITTALS

- A. Submittals are required for any equipment being furnished per current contract.

1.5 QUALITY ASSURANCE

- A. Provide all equipment and material and perform all work in accordance with all local, State, and National codes and regulations.
- B. For work on this project shall comply with the applicable and/or specifically referred standards and codes published herein.
- C. Where any of the codes and standards are at variance with the drawings and specifications, the more stringent requirements shall take precedence.
- D. Contractor shall be skilled in his trade and solely responsible for compliance with health and safety regulations, performing work in a safe and competent manner, and in installation procedures required for the work outlined in these documents.
- E. Maintain the highest standards of workmanship throughout the project. Utilize workers only in their areas of skill, expertise, qualifications, and experience. Under no circumstances provide any

on the job training without direct supervision and thorough review of the quality of the work step by step.

- F. Inspect all material and equipment upon arrival at the site and return or refinish any which is not in new condition. All refinishing is subject to owner's approval.
- G. All equipment, valves, and instruments shall be installed in such a way that all components requiring operation or maintenance are readily accessible.

1.6 PRODUCT HANDLING

- A. The equipment and materials specified herein shall be delivered f.o.b. factory with freight method allowed to the jobsite.
- B. Contractor shall inspect the equipment and materials for damage upon delivery and shall immediately report damage to owner and replace or repair such damage to the satisfaction of owner.
- C. Handle materials as recommended by the manufacturer, with approved equipment in a manner that will prevent damage.
- D. Store materials in a secure area designated by owner off the ground and in a controlled environment as recommended by the manufacturer and approved by owner.
- E. Store materials subject to temperature or humidity damage in a controlled environment as recommended by the manufacturer and approved by owner.
- F. Dangerous and highly combustible materials shall be packaged, shipped, and stored in compliance with Federal, OSHA, State, and local safety and fire codes as approved.

1.7 ALTERNATES

- A. Manufacturers trade names, catalog numbers and material specifications used in this specification are intended to establish the quality of equipment or material expected.
 - 1. Material and manufacturers not listed require approval by the engineer prior to the bid date.
- B. All requests for approval of substitute items shall be in writing on the proper request form and must be received in the Owner's office prior to bid date.
 - 1. Requests must be accompanied by samples, technical data, and any other pertinent information.
 - 2. The owner or engineer may require additional information if a determination cannot be made from the data supplied. All requests must be in writing.
- C. Approval of substitute equipment or materials will be based upon performance, quality and other factors deemed important by the owner and engineer.

1. The contractor will be responsible for making any changes in other work required as a result of the substitution.

1.8 SPECIFICATION COMPLIANCE

- A. The requirements of these specifications shall be complied with in every respect. Therefore, it shall be absolutely mandatory that the job foreman, all lead mechanics, subcontractors, and their foreman have completely studied these specifications, be completely knowledgeable as to their entire contents, and maintain a copy at the job-site. Failure to comply with this requirement will be reason to presume the mechanic or subcontractor is not in responsible charge of his work due to ignorance of job requirements and will be reason for the owner to require dismissal and replacement with approved personnel.
- B. Every foreman and lead mechanic shall be provided with a complete copy of this specification and the overall drawing set.

PART 2 - PRODUCT

2.1 SEE PLUMBING DRAWINGS

PART 3 - EXECUTION

3.1 COORDINATION

- A. Contractor shall be responsible for continual coordination of the mechanical work with other trades so as to avoid conflicts in installation. Cooperate with other trades to assure that construction proceeds in an orderly and timely manner.
- B. Study the architectural, civil, structural, electrical, shop and any specialty drawings and specifications to determine required coordination.
 1. Anchor bolts, sleeves, inserts, and supports that may be required for the mechanical work shall be furnished and installed under the same division of the specifications as the respective items to be supported. Excluded from this requirement are cast in place anchor bolts.
 2. Slots, chases, openings and recesses through floors and walls as specified will be provided by the various trades in their respective materials, but the trade requiring them shall see that they are properly located.
 3. Locations of pipes, panels, equipment, fixtures, etc., shall be adjusted to accommodate interferences encountered. The Project Manager shall determine the exact rerouting and location of each pipe and/or duct encountered prior to fabrication.
 - a. Right-of-Way: Lines which pitch shall have the right of way over those which do not pitch. Lines whose elevations cannot be changed shall have the right of way over lines whose elevations can be changed.

- b. Offsets, transitions, and changes in direction in pipes shall be made as required to maintain proper head room and pitch of sloping lines whether or not indicated on the drawings.
- 4. Installation of Arrangement: The contractor shall install all mechanical work to permit removal of, and access to, (without damage to other parts) all parts requiring periodic replacement or maintenance.

3.2 MATERIALS AND WORKMANSHIP

- A. Furnish all materials and equipment in new condition, free from defects and of size, materials, make, type, and quality specified. Installation shall be in a neat and workmanlike manner.
- B. When two or more items of the same kind, type or class are required, use items of a single manufacturer.
- C. Workmanship shall be in accordance with accepted industry standards throughout and performed only by competent and experienced workmen in a manner satisfactory to the project coordinator and/or engineer.
 - 1. Constant supervision of the work, either by the contractor or his competent representative, shall be maintained.
 - 2. Work insulated or concealed before being inspected and approved shall be opened and uncovered upon request at the contractor's expense.

PART 4 - DEMOLITION

4.1 GENERAL:

- A. The installation of work under contract includes removal of certain existing piping, ducting, and specialties.
 - 1. The extent of this work has been noted on the drawings; However, it is probable that relatively minor additional removal or relocation of piping and ducting may be necessary in order to install new work as shown
- B. REMOVAL:
 - 1. Existing equipment and piping shown or specified as removed but not relocated, shall become the property of the owner.

4.2 MEASUREMENTS

- A. Verify all indicated elevations, building measurements, rough-in dimensions, and equipment locations before proceeding with any of the work.
- B. Take all measurements from reference datums established by the general contractor.
- C. Establish all inverts, slopes, and elevations by appropriate instruments.

- D. Provide a means of allowing the owner to check that slopes and elevations are in accordance with the drawings and specifications.

4.3 EQUIPMENT INSTALLATION

- A. Install all equipment in strict accordance with the manufacturer's instructions unless otherwise indicated
- B. Where the installation shown or specified is contrary to the manufacturer's instructions, advise the owner of the differences before proceeding with the installation.
- C. All mechanical equipment shall be installed with suitable access clearances for maintenance or removal of replaceable parts and components, and with necessary couplings or flanges to perform the maintenance or removal without removing the connecting appurtenances.
- D. Supports for all apparatus shall be furnished as specified, detailed, or as required by the manufacturers of specific equipment.

4.4 PROTECTION

- A. Protect all work, material and equipment from loss or damage until the project is accepted by the Owner.
- B. As the work progresses, keep all equipment covered and cap all piping which may temporarily be left unconnected.
- C. Notify all other trades of any required precautions necessary to protect the work and personnel.

4.5 INSPECTION

- A. Contractor shall inspect his work to ensure the installation and workmanship are in accordance with acceptable industry standards and applicable codes for the work being done and with these specifications.
- B. All materials, equipment, and workmanship shall be subject to inspection at any time by the Owner.
- C. Correct any work, materials, or equipment not in accordance with these contract documents or found to be deficient or defective.

4.6 CLEANING

- A. Maintain premises and public properties free from accumulations of waste, debris, and rubbish during construction.

- B. Clean all mechanical equipment and plumbing fixtures of dust, grease, iron cuttings, unnecessary stamps, or shipping labels, etc.
- C. Touch up factory painted materials and/or equipment, as necessary, with paint of matching color and compatible type.

4.7 CUTTING AND PATCHING

- A. Cut work as required for installation and patch to match original conditions as directed and approved by owner. Do not cut any structural members or bracing without engineers written approval.
- B. Prior to cutting any existing work, locate all concealed utilities to eliminate any possible service interruption or damage.

4.8 CONNECTION TO EXISTING SERVICES

- A. Arrange time of connection with owner's representative. Hold duration of service outage as short as possible.

END OF SECTION

PART 1 - SUMMARY GENERAL

1.1 SECTION INCLUDES

- A. Furnish and install a complete plumbing system as shown on the drawings and specified herein. The work includes, but is not limited to:
 - 1. Sanitary drain piping, fittings and accessories
 - 2. Furnishing and installing of all sleeves, inserts and anchorage required for the installation, which are embedded in the work of other trades. All piping in concrete shall be sleeved, wrapped, and sealed

1.2 RELATED REQUIREMENTS

- A. Section 22 05 01 – Mechanical General Requirements

1.3 DEFINITIONS

- A. See Section 22 05 01 – Mechanical General Requirements

1.4 SUBMITTALS

- A. Submittals shall include, but not be limited to:
 - 1. Pipe and fittings
 - 2. Installation and maintenance manuals

1.5 QUALITY ASSURANCE

- A. The contractor shall comply with the current codes and standards of the following organizations:
 - 1. Washington State Uniform Plumbing Code
 - 2. National Fire Protection Association (NFPA)
 - 3. American Society of Mechanical Engineers (ASME)
 - 4. American Society of Testing Materials (ASTM)
 - 5. Occupational Safety and Health Act (OSHA)
 - 6. American Waterworks Association (AWWA)
 - 7. Underwriter's Laboratories (UL)
 - 8. All local codes, statutes, and ordinances, including the requirements of the serving utilities.
 - 9. Any deviation from the cleaning, installation, testing and certification requirements of this specification must be approved in writing by the owner's representative.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. All materials, fittings and equipment shall be properly and effectively protected during the construction.
- B. Open ends of all piping and all openings in equipment shall be capped or plugged until installation so as to prevent entrance of any foreign matter. Test plugs, flanges, cover plates or screw type caps, or plugs shall be used.
- C. All equipment, valves, alarms, gauges and material shall be covered and protected during the execution of the work. All equipment and piping shall be protected from freezing. Labeling to remain in place.
- D. All unloading, hauling, handling of materials, and all cutting, and patching required for installation shall also be the responsibility of contractor.

1.7 SCHEDULING AND SEQUENCING

- A. See Section 22 05 01 – Mechanical General Requirements

PART 2 - PIPING

2.1 Waste and Vent Piping

- A. PVC (polyvinyl chloride) piping shall be schedule 40 with solvent sealed joint ends. Piping & fittings shall conform to ASTM D2729. Joints: ASTM D2855 solvent weld with ASTM D2564 solvent cement.

2.2 PLUMBING CLEANOUTS AND FLOOR DRAINS

- A. SEE DRAWING DETAILS.

2.3 PIPE INSTALLATION

- A. Sanitary Waste Piping: Slope at uniform grade of 1/4" per foot unless noted otherwise. Make changes in size with reducing and wye fittings. Run exposed piping parallel or perpendicular to building structure.
- B. Vent Piping: Horizontal runs free of drops and sloped to drain to drainage system.

2.4 TESTING

- A. Test all piping systems before connecting to utilities.

- B. Test all vent piping hydrostatically to 10-foot minimum head on every joint and allow to stand for 4 hours.

END OF SECTION

PART 1 - SUMMARY

1.1 SECTION INCLUDES

- A. Furnish and install ductwork and accessories, as shown on the drawings and specified herein.

1.2 RELATED REQUIREMENTS

- A. Section 22 05 01 – Mechanical General Requirements
- B. Section 23 07 00 – Mechanical Insulation

1.3 REFERENCE

- A. SMACNA HVAC Duct Construction Standards, Metal and Flexible, 1995
- B. ASTM A 527 Steel Sheet, Zinc Coated by the Hot Dip Process, Lock Forming Quality
- C. NFPA 90A, "Standard For The Installation of Air Conditioning and Ventilating Systems"
- D. UL Standards 555, 33 and 181
- E. ASTM Standards A-525 and A-527

1.4 DEFINITIONS

- A. Not used in this section.

1.5 SUBMITTALS

- A. Required After Execution of the Contract but Before Construction
 - 1. Shop drawings coordinated with other trades for review by the engineer at ¼-inch scale.
 - 2. Product data for duct accessories.
 - 3. Details showing proposed method of support connection to existing structure.
 - 4. Data on materials of construction; including but not limited to sheet metals, gasketing, sealants.
- B. Required After Construction:
 - 1. Certificate of test approval by owner's representative on all systems.
 - 2. The owner will acknowledge observance of tests that are witnessed by him.

- C. Any ductwork installed without prior approval by the owner's representative, shall be replaced at the expense of the contractor.

1.6 QUALITY ASSURANCE

- A. Ductwork shall be fabricated and installed by qualified, experienced tradesmen.

1.7 DELIVERY, STORAGE AND HANDLING

- A. See Specification Section 22 05 01, "Mechanical General Requirements."

1.8 SCHEDULING AND SEQUENCING

- A. Not used in this section.

PART 2 - PRODUCT

2.1 GALVANIZED STEEL DUCTWORK

- A. All interior ducts shall be constructed with G-60 or better galvanized steel (ASTM 527) LFQ, chem treat.
- B. Exterior ductwork or duct exposed to high humidity conditions (i.e. kitchen exhausts) shall be G-90 or better galvanized steel LFQ, chem treat, unless heavier galvanizing is specified.
- C. Construct per SMACNA pressure class of 2" w.g.

2.2 SEALANTS AND TAPES

- A. Duct Sealer
 - 1. Duct sealer shall be flexible, water-based, adhesive sealant designed for use in all pressure duct systems.
 - 2. After curing, it shall be resistant to ultraviolet light and shall seal out water, air, and moisture.
 - 3. Sealer shall be UL listed and conform to ASTM E 84. Sealer shall be Ductmate PROseal or Carlisle Versa-grip 181, or an approved equal.
- B. Elastomeric Rolled Sealant
 - 1. UL classified flange gasket sealer. Extruded pressure sensitive, weather resistant, butyl, EPDM, and copolymer blend.
 - 2. Carlisle 1902 FR, Ductmate 440, or equal meeting MIL C 18969B, Type II, Class B, Fed. Spec TT-C-1796A, Type II, Class B, and UL-723.

C. Tape and Adhesive/Activator System

1. Acceptable Manufacturer:
 - a. NASHUA, Carlisle.

D. Duct Tape

1. Acceptable Manufacturers:
 - a. United Duct Tape or NASHUA No. 357 silver cloth tape.

2.3 DUCT HANGERS AND SUPPORTS

A. General:

1. Galvanized ductwork shall have hangers and supports as per Table 4-1, Page 4.6 and Table 4-2, Page 4.8 SMACNA Duct Construction Standards Metal and Flexible Second Edition.
2. Suspension material may be threaded rod, metal strap, structural shapes, or strut material.
 - a. The use of wire as suspension material is prohibited.

B. Support Frames:

1. Structural steel shapes for support of ductwork, accessories, and HVAC system components, with nuts, bolts, fittings, etc., shall be compatible with the frame material.

END OF SECTION

PART 1 - SUMMARY GENERAL

1.1 SUMMARY

A. SECTION INCLUDES

1. Provide all labor, material, equipment and services necessary for the installation of all pipe supports and anchors as noted on the drawings and specified herein.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Mechanical General Requirements Section 22 05 01
- B. Pipe and Fittings Section 24 10 00

1.3 SUBMITTALS

- A. Submit the following product data to engineer for review and approval and specifically indicate which devices will be used for each piping system:
 1. Supports and hangers
 2. Channel framing (where permitted)
 3. Shop drawings as necessary
 4. Attachment clamps

1.4 QUALITY ASSURANCE

- A. All pipe supports shall be manufactured and installed in accordance with the Manufacturer's Standardization Society of the Valve and Fitting Industry, Standard Practices MSS SP-58 and SP-69.

1.5 DEFINITIONS

- A. Supports:
 1. Rigid:
 - a. Rigid rod
 2. Spring:
 - a. Spring hanger
 3. Constant:
 - a. Constant force hanger
 4. Snubber:
 - a. Seismic and wind snubber

5. Guide:
 - a. Restraint perpendicular to direction of pipe
6. Linestop:
 - a. Restraint along direction of pipe
7. Rotational:
 - a. Rotational restraint
8. Inclined:
 - a. Generalized translational restraint
9. One Way:
 - a. Active to either positive or negative direction only
10. Anchors:
 - a. Anchors shall limit all movement and rotation of the pipe
11. Guides:
 - a. Guides shall limit the movement parallel to pipe movement

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Pipe Hangers and Supports:
 1. Coordinate Structural Engineer and Refrigeration Contractor
- B. Pipe Hanger Insulation Shields:
 1. Owner to specify and/or see drawing details
- C. Metal Framing Systems:
 1. Tubular Steel or Pipe unless otherwise noted
- D. Pre-engineered roof support systems:
 1. Miro Industries or equal

2.2 GENERAL

- A. All hangers, rods, clamps, protective shields, metal framing support components, and hanger accessories shall be as noted:
 1. Utility Area:
 - a. All hangers and accessories to be stainless steel unless otherwise noted
 - 1) Refer to material specified in the refrigeration RFQ documents

B. Galvanizing:

1. Shall be electro or hot dipped galvanized where indicated
 - a. No cadmium plate is allowed

2.3 SPECIAL PROVISIONS FOR SUPPORT OF INSULATED LINES

- A. Insulation vapor barrier to be maintained at supports where protective saddles are used
- B. Provide oversized hangers for all insulated piping to accommodate pipe shields specified herein.

2.4 FABRICATION

- A. Prime coat exposed black steel hangers and support

PART 3 - EXECUTION

3.1 GENERAL

- A. No attempt has been made to show all required pipe supports in all locations, either on the drawings or in the details.
 1. The absence of pipe supports and details on any drawing shall not relieve the contractor of the responsibility for furnishing and installing them as required.
- B. All pipe support system components shall withstand the dead loads imposed by the weight of the pipes filled with water along with the support assembly and shall have a minimum safety factor of five.
- C. All piping shall be supported in a manner that will prevent undue stress on any valve, fitting, or piece of equipment.
 1. In addition, pipe supports shall be provided at changes in direction or elevation, adjacent to flexible couplings, and where otherwise shown.
 2. Pipe supports, and hangers shall not be installed in equipment access areas.
- D. Where horizontal piping is arranged with two or more parallel lines, trapeze hangers may be used in lieu of individual hangers.
 1. Trapeze assembly shall consist of structure attachments as previously specified with rod size dependent upon the total weight supported, spacing of assemblies determined by the minimum pipe size included in the group supported.
 2. Trapeze horizontal shall be a structural angle or channel section of sufficient size to prevent measurable sag between rods, all lines attached to the horizontal with intermediate pipe guides and U-bolts or one-hole clamps.

3. Pre-engineered support equipment may be used when selected and installed in accordance with the manufacturer's recommendations.
- E. No piping shall be supported from the pipe above.
- F. Oversized pipe hangers shall be used on all insulated piping to allow insulation to run continuous through the hanger, or to allow clearance for pipe shields.
- G. Metallic pipes shall have no contact with hangers, clamps, brackets, or any other pipe support mechanism where sound and vibration control is required on pumped systems.
- H. Horizontal piping hanger support rods shall attach to steel beams with center-loading I-clamps, to concrete with inserts or flanges fastened with flush shells.
- I. Stiff leg support is not approved for vibration isolated piping.
- J. No copper pipe shall contact a pipe support or hanger of dissimilar metal.
 1. Hangers and supports for copper pipe shall be copper-plated, plastic coated, or copper pipe shall be isolated with insulating Neoprene strips, or as approved.
- K. Provide sufficient pipe support spacing to allow for a 25 percent expansion

3.2 PIPE HANGERS AND SUPPORT

- A. Hanger rod sizing for copper pipe shall be same as for steel pipe. Hanger spacing shall be 2' less per size than for steel pipe, with 1" and smaller supported every 5'.
- B. Install hangers to provide a minimum 1/2" space between finished covering and adjacent work.
- C. Place a hanger within 12" of each horizontal elbow, and on both sides of valves weighing 20 pounds or more.
- D. Use hangers with 1-1/2" minimum vertical adjustment.
- E. Support horizontal cast iron pipe adjacent to each hub, with 5' maximum spacing between hangers.
- F. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
- G. Support riser piping independently of connected horizontal piping.
- H. Support vertical piping at every floor.
 1. Support vertical cast iron piping each floor at hub.
 2. All pipe clamps shall not be clamped tight unless shown on the drawings as an anchor point.
 3. Typically, pipe clamps need to allow longitudinal movement of the pipe.

3.3 STRUCTURAL ATTACHMENTS

- A. All pipe hangers and supports shall be supported from refrigeration pipe rack
 - 1. Additional pipe support:
 - a. Obtain approval from structural engineer when attaching to the building structure or equipment structure

END OF SECTION

PART 1 - GENERAL

1.1 WORK INCLUDED

1. REFERENCE CURRENT CONTRACTS FOR REQUIRED WORK

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. MECHANICAL GENERAL REQUIREMENTS SECTION 22 05 01

1.3 REFERENCE

- A. ANSI B31 CODE FOR PRESSURE PIPING
- B. ANSI B31.1 POWER PIPING
- C. ANSI B31.3 PROCESS PIPING
- D. ANSI B31.9 BUILDING SERVICES PIPING

1.4 DELIVERY, STORAGE AND HANDLING

- A. ALL COMPONENTS AND MATERIALS USED DURING THE INSTALLATION OF THE PIPING SYSTEMS SHALL BE DELIVERED, STORED AND HANDLED IN SUCH A WAY AS TO PREVENT DAMAGE AND/OR CONTAMINATION AT ALL TIMES.
 1. CARE SHALL BE EXERCISED TO KEEP FOREIGN MATTER OUT OF THE SYSTEM.
 2. ALL OPEN PIPE ENDS AND CONNECTIONS SHALL BE KEPT PLUGGED TO KEEP OUT DUST, DIRT, MOISTURE, ETC.
- B. DURING UNPACKING, CUTTING, CLEANING, FIT-UP WELDING AND ALL OTHER INSTALLATION ACTIVITIES, ANY CONTRACTOR PERSONNEL HANDLING COMPONENTS AND MATERIALS TO BE INSTALLED IN THE CLEAN ROOM SHALL WEAR PROTECTIVE GLOVES.
 1. ANY MATERIAL THAT BECOMES CONTAMINATED DURING DELIVERY,
- C. STORAGE OR HANDLING AND PRIOR TO INSTALLATION SHALL NOT BE USED UNTIL CLEANED.
 1. ANY CLEANING MUST BE DONE WITH THE APPROVAL OF OWNER.

PART 2 - PRODUCTS

2.1 GENERAL

- A. ALL PIPE, FITTINGS AND VALVES SHALL BEAR MANUFACTURER'S NAME AND TRADEMARK; VALVES SHALL HAVE SERVICE AND PRESSURE RATING CAST IN BODIES.
 - 1. ONLY NEW MATERIALS SHALL BE USED.
 - 2. ANY USED OR DEFECTIVE MATERIAL SHALL BE REMOVED FROM THE SITE.
 - 3. ANY MATERIAL OR EQUIPMENT WHICH BECOMES DAMAGED OR CONTAMINATED DURING THE HANDLING ON THE JOB SHALL NOT BE USED UNLESS IT IS REPAIRED AND/OR RECLEANED TO THE ORIGINAL REQUIREMENTS.

2.2 PIPING SPECIFICATIONS

- A. PIPING SYSTEMS OTHER THAN PLUMBING ARE CLASSIFIED BY ANSI FLUID SERVICE CATEGORY AS DEFINED IN ANSI B31.
 - 1. THIS DETERMINES THE CONTRACTOR REQUIREMENTS.

PART 3 - EXECUTION

- A. 3.1 GENERAL
- B. PIPING SHALL FOLLOW THE GENERAL ARRANGEMENT SHOWN ON DRAWINGS. PIPING SHALL BE INSTALLED WITHOUT SPRINGING OR FORCING, EXCEPT WHERE INDICATED ON THE DRAWINGS. PIPING SHALL BE KEPT CLEAN AND FREE OF FOREIGN MATERIALS, BOTH INSIDE AND OUTSIDE, OR CLEANED BEFORE INSTALLATION. THE METHODS AND WORKMANSHIP OF THE INSTALLATION SHALL BE IN ACCORDANCE WITH ANSI/ASME B31.1, B31.3, OR B31.9 AS INDICATED ALONG WITH APPLICABLE CODES AND STANDARDS GOVERNING THE TYPE OF MATERIALS OR THE TYPE OF PIPING SYSTEM AND SPECIFIED HEREIN. CONTRACTOR CANNOT DEVIATE FROM SPECIFICATIONS, DRAWINGS, NOR MAKE ANY SUBSTITUTIONS OF MATERIALS UNLESS WRITTEN APPROVAL HAS BEEN OBTAINED FROM THE OWNER. IN THE EVENT OF A CONFLICT BETWEEN PIPING DRAWINGS AND THE P&ID'S, THE P&ID'S SHALL TAKE PRECEDENCE.
 - 1. CLEARANCES FOR THERMAL INSULATION
 - a. PIPING TO BE INSULATED SHALL BE ARRANGED AND INSTALLED TO PROVIDE PROPER STANDOFFS AND CLEARANCES FROM ANY OBSTRUCTION TO ALLOW INSULATION INSTALLATION.
 - 2. COLD SPRINGING FOR FITUP
 - a. NO COLD SPRINGING FOR FITUP SHALL BE DONE UNLESS CALLED OUT ON THE DRAWINGS AS INTENTIONAL COLD SPRINGING.
 - 3. PIPE SLEEVES
 - a. PIPE SLEEVES SHALL BE PROVIDED WHERE PIPES PASS THROUGH MASONRY OR CONCRETE WALLS, FLOORS, ROOFS AND PARTITIONS. PIPE SLEEVES SHALL BE EITHER AS SHOWN OR CONSTRUCTION DETAILS OR SHALL BE STANDARD PIPE. SPACE BETWEEN PIPE, TUBING OR INSULATION AND THE SLEEVE SHALL NOT BE LESS THAN 1" UNLESS SPECIFIED. SLEEVES SHALL BE OF SUFFICIENT LENGTH TO PASS THROUGH ENTIRE THICKNESS OF WALLS, PARTITIONS OR SLABS.
 - b. CASTING OF PIPES DIRECTLY INTO CONCRETE IS PROHIBITED EXCEPT WHERE SPECIFICALLY INDICATED ON THE DRAWINGS.

4. FIRE-RATED OR SMOKE-RATE PIPE PENETRATIONS

- a. ALL PIPING THAT PENETRATES FIRE-RATED OR SMOKE-RATED WALLS, FLOORS OR CEILINGS SHALL BE FITTED WITH INSULATED AND ENCASED PIPE SLEEVES WITH AN EQUIVALENT RATING TO THE WALL, MANUFACTURED BY PIPE SHIELDS, INC., OR 3M. THESE SHALL BE RATED ASSEMBLIES APPROVED BY THE AUTHORITY HAVING JURISDICTION.

3.2 PIPING CONNECTIONS

A. CONNECTIONS TO PUMPS, TANKS, AND EQUIPMENT

1. ALL PIPING SHALL BE ERECTED AND INDEPENDENTLY SUPPORTED IN A MANNER THAT WILL NOT PUT STRAIN ON PUMPS, TANKS, OR EQUIPMENT.
2. THE PROCEDURE FOR CONNECTING PIPING TO EQUIPMENT WILL BE AS FOLLOWS:
 - a. AFTER THE EQUIPMENT HAS BEEN SET AND GROUTED OR SHIMMED, THE PIPE SHALL BE RUN TO THE EQUIPMENT WITHOUT MAKING ANY FORCED CONNECTIONS TO FLANGES.
 - b. UNDER NO CIRCUMSTANCES SHALL CONNECTIONS TO EQUIPMENT BE SPRUNG INTO PLACE.
3. PROTECTION OF FLANGES AND PIPE THREADS
 - a. CARE SHALL BE TAKEN TO PROTECT FLANGE FACES AND PIPE THREADS DURING ERECTION. FLANGE ACCESS SHALL BE CLEAN AND FREE FROM FOREIGN MATTER BEFORE ASSEMBLY. DAMAGED FLANGE FACES MAY BE DRESSED WITH A MEDIUM CUT FILE IF THE DAMAGE IS NOT SUFFICIENT TO REQUIRE NEW FACING. DAMAGED FLANGE FACES SHALL BE REFACED BY MACHINING OR DISCARDED IF NECESSARY.

B. DIELECTRIC CONNECTIONS

1. DIELECTRIC CONNECTIONS SHALL BE PROVIDED AT ALL TRANSITIONS BETWEEN FERROUS AND NON-FERROUS AND BETWEEN GALVANIZED AND STAINLESS-STEEL PIPING

3.3 PIPE TESTING

A. GENERAL

1. PIPING SHALL BE TESTED IN ACCORDANCE WITH ANSI/ASME 831.3 FOR ANSI DEFINED FLUID CATEGORY AS INDICATED ON THE APPROPRIATE PIPING SPECIFICATION SHEET.
2. TEST PRIOR TO INSTALLATION OF INSTRUMENTS AND INSULATION.

B. TESTING

1. OWNER RESERVES THE RIGHT TO HYDROSTATICALLY TEST PIPING INSTALLED BY THE CONTRACTOR BEFORE ANY INSULATING COVERING HAS BEEN APPLIED.
 - a. EACH PIPELINE SHALL BE SUBJECTED TO A TEST PRESSURE OF 150% OF THE MAXIMUM OPERATION PRESSURE AS SPECIFIED ON THE PIPING SYSTEM SPECIFICATION SHEETS OR SCHEDULES.
2. PIPING NORMALLY OPEN TO THE ATMOSPHERE, SUCH AS DRAINS AND VENTS, SHALL BE TESTED BY FILLING THE SYSTEM WITH CITY WATER AND CHECKING ALL JOINTS FOR LEAKAGE FOR THE TEST DURATION SPECIFIED ON THE PIPING SYSTEM SPECIFICATION SHEETS.

3. BE CERTAIN TO REMOVE ALL AIR FROM THE PIPING SYSTEM PRIOR TO PRESSURIZING THE LINE.
4. THE TESTING PRESSURE SHALL BE ACCURATELY APPLIED FOR AT LEAST FOUR (4) HOURS. ANY ADDITION OR REMOVAL OF WATER TO MAINTAIN TEST PRESSURE SHALL BE RECORDED AS TO QUANTITY, TIME AND TEMPERATURE. TEMPERATURE OF WATER USED FOR TESTING SHALL NOT EXCEED 100 DEGREES F.
5. EXAMINATION FOR LEAKAGE SHALL BE MADE AT ALL JOINTS AND CONNECTIONS. THE PIPING SYSTEM SHALL SHOW NO VISUAL EVIDENCE OF WEEPING OR LEAKING.
6. ANY LEAKS OR OTHER DEFECTS DISCLOSED AS A RESULT OF THE TESTS SHALL BE REPAIRED AND RETESTED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER AND WITHOUT ADDITIONAL COST TO THE OWNER.
7. PRESSURE TESTS SHALL BE RECORDED USING A CHART RECORDER. CONTRACTOR SHALL RECORD PRESSURE AND TEMPERATURE VERSUS TIME FOR EACH TEST. SUBMIT CHARTS TO THE ENGINEER FOR REVIEW AND APPROVAL.
8. PRESSURE TESTS USING AIR ARE NOT ALLOWED FOR PLASTIC PIPING. AIR PRESSURE TESTS OF METALLIC PIPING MUST BE APPROVED BY THE ENGINEER PRIOR TO THE TEST.

C. HYDRODYNAMIC TESTING

1. THE OWNER RESERVES THE RIGHT TO HYDRODYNAMICALLY TEST PIPING AS AN INTEGRAL PART OF THE SYSTEM STARTUP PROCEDURE.
 - a. SYSTEM PUMPS SHALL BE RUN AT ½ CAPACITY FOR TWO HOURS. IF NO LEAKS OR OTHER DEFECTS ARE DISCOVERED THEN THE SYSTEM PUMPS SHALL BE RUN AT FULL CAPACITY FOR AT LEAST TWO HOURS.
 - b. SYSTEM START-UP SHALL BE DONE IN THE PRESENCE OF, AND UNDER THE DIRECTION OF THE ENGINEER/OWNER.
2. ANY LEAKS OR OTHER DEFECTS DISCLOSED AS A RESULT OF THIS TEST AND DETERMINED BY THE ENGINEER TO BE A RESULT OF INSTALLATION ERROR SHALL BE REPAIRED AND RETESTED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER AND WITHOUT ADDITIONAL COST TO THE OWNER.

D. CORRECTION OF DEFECTS

1. LEAKS IN THREADED PIPE WHICH CANNOT BE STOPPED BY TIGHTENING THREADS SHALL BE REPAIRED BY REPLACING THE DEFECTIVE FITTING. LEAKS IN WELDED LINES SHALL BE REPAIRED BY REPLACING THE DEFECTIVE PART OR WELD. PEENING TO STOP LEAKS WILL NOT BE PERMITTED.

E. OWNER DIRECTED TESTING

1. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO HAVE ANY SECTION OF THE PIPING SYSTEM, WHICH HE SUSPECTS MAY BE FAULTY, CUT OUT OF THE SYSTEM BY THE CONTRACTOR FOR INSPECTION AND TESTING (PRESSURE OR FINAL CLEANING OF PIPING SYSTEMS)

F. FOLLOWING ASSEMBLY AND TESTING AND PRIOR TO FINAL ACCEPTANCE, LIQUID PIPELINES SHALL BE FLUSHED WITH WATER AND ALL ACCUMULATED CONSTRUCTION DEBRIS AND OTHER FOREIGN MATERIAL REMOVED.

1. FLUSHING VELOCITIES SHALL BE A MINIMUM OF 2.5 FEET PER SECOND.

- a. CONE STRAINERS SHALL BE INSERTED IN THE CONNECTIONS TO ATTACHED EQUIPMENT AND LEFT THERE UNTIL CLEANING HAS BEEN ACCOMPLISHED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
 - b. ACCUMULATED DEBRIS SHALL BE REMOVED THROUGH DRAINS 2-INCH AND LARGER OR BY DROPPING SPOOLS AND VALVES.
 - c. FLUSH GAS-PIPING SYSTEMS CLEAN OF FOREIGN SUBSTANCE WITH CLEAN, DRY, FILTERED AIR OR NITROGEN.
 - d. LINES SHALL BE FREE OF ALL CONTAMINANT. RECONNECT FINAL CONNECTIONS TO EQUIPMENT AND INSTALL IN-LINE INSTRUMENTS AFTER APPROVAL OF THE SYSTEM BY THE OWNER OR HIS DESIGNATED REPRESENTATIVES.
2. ALL POTABLE WATER SYSTEM IN THE FACILITY SHALL BE DISINFECTED AS REQUIRED BY THE OWNER OR CITY WATER PROVIDER.
- a. DISINFECT IN ACCORDANCE WITH AWWA C651.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Coarse aggregate materials.
2. Fine aggregate materials.

B. Related Sections:

1. Section 312317 - Trenching.
2. Section 312323 - Fill.
3. Section 321216 – Asphalt Paving
4. Section 321316 – Concrete Paving

1.2 REFERENCES

A. Washington State Department of Transportation:

1. 2018 WSDOT Standard Specifications, Section 9-03.9.

B. ASTM International:

1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
3. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

C. Geotechnical Site Investigation Report for Toyota Center – New Mechanical Room, prepared by GN Northern, Inc., GNN Project No. 218-957, and dated June 2018.

1.3 SUBMITTALS

- A. Gradation information or each aggregate material provided by supplier.
- B. Materials Source: Submit name of imported materials suppliers.
- C. Manufacturer's Certificate: Certification that aggregates meet or exceed aggregate requirements specified in 2018 WSDOT Standard Specification Section 9-03 or specified herein.

- D. Samples: Submit a 50-pound sample of each aggregate material to Geotechnical Engineer of Record to ensure proper gradation and establish a moisture-density relationship, as necessary.

1.4 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with Geotechnical Site Investigation Report for Toyota Center – New Mechanical Room as specified herein.

PART 2 PRODUCTS

2.1. COARSE AGGREGATE MATERIALS

- A. Coarse Aggregate Type A1 Crushed Surfacing Base Course: Conforming to Section 9-03.9(3) of 2018 WSDOT Standard Specifications and the following table:

Sieve Size	Percent Passing
1 ¼ inches	99 to 100
1 inch	80 to 100
5/8 inches	50 to 80
No. 4	25 to 45
No. 40	3 to 18
No. 200	7.5 max.

- B. Coarse Aggregate Type A2 – Crushed Surfacing Top Course: Conforming to Section 9-03.9(3) of 2018 WSDOT Standard Specifications and the following table:

Sieve Size	Percent Passing
¾ in.	99 to 100
½ in.	80 to 100
No. 4	46 to 66
No. 40	8 to 24
No. 200	10.0 max.

- C. Fine Aggregate Type A3 – Sand or other inert material Class 1 conforming to Section 9-03.1(2) of 2018 WSDOT Standard Specifications and the following table:

Sieve Size	Percent Passing
3/8 in.	99 to 100
No. 4	95 to 100
No. 8	68 to 86
No. 16	47 to 65
No. 30	27 to 42
No. 50	9 to 20
No. 100	0 to 7
No. 200	0 to 2.5

2.2. SOURCE QUALITY CONTROL

- A. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D1557, AASHTO T180, and ASTM D4318.
- B. When tests indicate materials do not meet specified requirements, change material and retest.

PART 3 EXECUTION

3.1 EXCAVATION

- A. Excavation for aggregates on this project is not allowed. An aggregate materials will be imported into this project site and stockpiled.

3.2 STOCKPILING

- A. Stockpile materials on site at locations indicated by the CESCL and approved by the Owner.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate different aggregate materials with dividers or stockpile individually to prevent mixing.
- D. Direct surface water away from stockpiles to prevent erosion or deterioration of materials.

3.3 STOCKPILE CLEANUP

- A. Remove unused materials from the project site at no additional cost to the District.
- B. Upon approval by the District, the Contractor may leave unused materials in neat, compact stockpiles in the area indicated by the District

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Removing surface debris.
2. Removing designated paving, curbs, foundation, and fencing.
3. Removing designated trees, shrubs, and other plant life.
4. Removing abandoned utilities unless otherwise indicated on plans.
5. Grading
6. Clearing and grubbing.
7. Excavating topsoil.

1.2 QUALITY ASSURANCE

- #### A.
- Perform Work in accordance with Geotechnical Site Investigation Report for Toyota Center – New Mechanical Room, prepared by GN Northern, Inc., GNN Project No. 218-957, and dated June 2018.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- #### A.
- Verify existing plant life designated to remain is tagged or identified.
- #### B.
- Identify waste area for placing removed materials.

3.2 PREPARATION

- #### A.
- Call Local Utility Line Information service at 811 not less than three working days before performing Work.

- B. Request underground utilities to be located and marked within and surrounding construction areas.

3.3 PROTECTION

- A. Designate clearing limits on site as specified on Plans prior to clearing.
- B. Protect utilities indicated to remain, from damage.
- C. Protect trees, plant growth, and features designated to remain, as final landscaping.
- D. Protect bench marks, survey control points, and existing structures not labeled to be demolished from damage or displacement.

3.4 CLEARING

- A. Clear required areas of all existing vegetation, roots, non-engineered fill, any encountered construction debris, topsoil, trash, and any abandoned underground utilities unless specified otherwise on plans.
- B. Surface area shall be stripped of all topsoil and/or vegetation (organic grown) to a depth of 4 to 6 inches.
- C. Clear undergrowth and deadwood, without disturbing subsoil.
- D. Apply herbicide to remaining stumps as necessary to inhibit growth.

3.5 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Remove asphalt and concrete paving, curbs, retaining walls with reinforcement, fences, abandoned and demolished utilities, unless otherwise shown on plans, from the project site and disposed of in a legal manner.
- C. Neatly saw cut edges at right angle to surface. Neatly saw cut existing pavement edges at right angle to surface along units shown on plans.
- D. Continuously clean-up and remove waste materials from site. Do not allow waste materials to accumulate on site.
- E. Do not burn or bury materials on site. Leave site in clean condition.

3.6 TOPSOIL EXCAVATION

- A. Excavate and stockpile topsoil from the project site and as specified by clearing limits shown on plans without mixing with foreign materials for use in finish grading in landscape areas.

- B. Do not excavate wet topsoil.
- C. Stockpile topsoil in areas designated on site by the Owner and protect from erosion.
- D. Remove excess topsoil not intended for reuse, from site.

3.7 FIELD QUALITY CONTROL

- A. All site clearing, grubbing and grading work should be observed by Geotechnical Engineer to record.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavating for building foundations.
2. Excavating for roads.
3. Excavating for slabs-on-grade.

B. Related Sections:

1. Section 310516 - Aggregates for Earthwork.
2. Section 312317 – Trenching.
3. Section 312323 - Fill.

1.2 QUALITY ASSURANCE

- A. Perform work in accordance with OSHA Excavation and Trench Safety Standards. OSHA Health and Safety Standards for Excavations, 29 CFR 1929, or successor regulations.
- B. Perform Work in accordance with Geotechnical Site Investigation Report for Toyota Center – New Mechanical Room, prepared by GN Northern, Inc., GNN Project No. 218-957, and dated June 2018.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Call Local Utility Line Information service at 811 not less than three working days before performing Work.
- B. Request underground utilities to be located and marked within and surrounding construction areas.
- C. Identify required lines, levels, contours, and datum.

- D. Protect utilities indicated to remain from damage.
- E. Protect vegetation and other features remaining as portion of final landscaping.
- F. Protect benchmarks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavation equipment and vehicular traffic.

3.2 EXCAVATION

- A. Excavate subgrade to accommodate building foundations, slabs-on-grade, paving and site structures, construction operations, to the grades shown on plans including all subbase, additional subgrade preparation and over-excavation.
- B. Foundation excavations shall expose the native underlying dense gravels. The bottom of the foundation excavation shall be moisture conditioned, proof-rolled and compacted to dense and non-yielding surface.
- C. Any soft soils or artificial fill encountered shall be fully removed from the excavation.
- D. Geotechnical Engineer of Record shall verify and confirm suitable subgrade prior to placing subbase. Contractor shall coordinate excavation requirements with Plans and Geotechnical Engineering Report.
- E. Any soft soil and artificial fill that is encountered within foundations and building slab areas shall be over-excavated in accordance with Section 3.4 of this Specification Section and Section 31 23 23.
- F. Temporary, unsupported (open cut) slopes shall be no steeper than 2.0 feet horizontal to 1.0 feet vertical (2H:1V).
- G. No heavy equipment shall be allowed near the top of the temporary slopes unless temporary slopes are adequately braced.
- H. No construction equipment shall be allowed near or on top of proposed infiltration areas or septic drain fields.
- I. Final (permanent) excavated slopes shall be graded and stabilized to an angle of no more than 2 feet horizontal to 1 foot vertical or flatter as shown on Plans.
- J. Excavated slopes shall be protected with waterproof covering during periods of wet weather conditions to reduce sloughing and erosion.
- K. Vertical excavations deeper than 4 feet shall be properly shored and supported to prevent injuries due to caving and sloughing.
- L. Site covering, preparation and earthwork shall be planned and performed during periods of warm and dry weather. The stability of exposed on-site soils may rapidly deteriorate due to a change in moisture content during wet weather conditions, and drying and compacting of native soils may be difficult.

- M. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- N. Trim excavation. Remove loose matter.
- O. Remove lumped subsoil, boulders, and rock up to 4 inches or larger in nominal size.
- P. Notify Geotechnical Engineer of Record of unexpected subsurface conditions.
- Q. Remove excess and unsuitable material from site and dispose of in a legal manner.
- R. Stockpile suitable excavated native soils in area designated on site by the CESCL and approved by the Owner.
- S. Repair or replace items indicated to remain damaged by excavation.
- T. The underlying gravels including cobbles and boulders will require excavation with conventional heavy duty earth equipment.
- U. Use of pneumatic hammers may be required in confined trenches.

3.3 EXCAVATION DURING WET WEATHER CONDITIONS

- A. No excavation during wet weather conditions shall take place unless otherwise approved by the Geotechnical Engineer of Record.
- B. If the Contractor proceeds with the excavation work during wet weather conditions, the Contractor shall consult with the Geotechnical Engineer of Record prior to start of excavation and shall incorporate the following at the minimum upon approval by the Geotechnical Engineer:
 - 1. Earthwork shall be accomplished in small sections and carried through to reduce exposure to wet weather.
 - 2. Soils that become too wet for compaction shall be dried, aerated or removed and replaced with clean, granular material.
 - 3. If optimum moisture content is not achieved by doing the above, the Contractor will place geotextile on top of native excavated wet soil. Geotextile material will be specified by the Geotechnical Engineer of Record.
 - 4. The construction area ground surface shall be sloped and sealed to reduce water.
 - 5. The size and type of equipment will be limited.
 - 6. Work areas and stockpiles will be covered with plastic.

3.4 OVER-EXCAVATION AND SCARIFICATION

- A. Over-excavation will be required in the areas of artificial will soils and within the building footprint.

- B. Over-excavation of artificial fill material will extend from the footprint of the proposed building to a minimum depth of six (6) feet below ground surface (or minimum four (4) feet below proposed bottom of foundations), including a minimum four (4)-foot later offset.
- C. The over-excavation shall extend laterally to a distance of 4 feet beyond the proposed building footprint.
- D. The exposed fill soils at the bottom of the over-excavation shall be moisture conditioned, proof rolled and compacted to a dense and non-yielding surface.
- E. After a suitable subgrade is confirmed by Geotechnical Engineer, engineered structural fill shall be placed to the bottom of subbase of the proposed building pad as specified in Section 31 23 23.
- F. If a weak subgrade area (soft and yielding soil) is noticed during densification, the Contractor will coordinate further steps with the Geotechnical Engineer of Record.

3.5 FIELD QUALITY CONTROL

- A. All site excavation and grading operations should be observed and confirmed by the Geotechnical Engineer of Record.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavating trenches for utilities from 5 feet outside buildings or terminating point of utility to point of connection to existing utility.
2. Joint trench for glycol piping
3. Compacted fill from top of utility bedding to subgrade elevations.
4. Backfilling and compaction.
5. Utility mains and services.

B. Related Sections:

1. Section 310516 - Aggregates for Earthwork.
2. Section 312316 – Excavation.
3. Section 312323 – Fill.

1.2 REFERENCES

A. City of Kennewick

1. 2018 Standard Specifications and Drawings – Section 3 – Sanitary Sewer
2. 2018 Standard Specifications and Drawings – Section 4 – Water Line Construction

B. Washington State Department of Transportation

1. 2018 WSDOT Standard Specifications.

C. American Association of State Highway and Transportation Officials:

1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

D. ASTM International:

1. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).

2. ASTM D6938 – Standard Test Methods for In-Place Density and Water Content of Soil and Soil – Aggregate by Nuclear Methods (Shallow Depth).

- E. Geotechnical Site Investigation Report for Toyota Center – New Mechanical Room, prepared by GN Northern, Inc., GNN Project No. 218-957, and dated June 2018.

1.3 DEFINITIONS

- A. Utility: Any buried pipe, duct, conduit, or cable.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with OSHA Excavation and Trench Safety Standards, OSHA Health and Safety Standards for Excavations, 29 CFR Part 1929, or successor regulations.
- B. Perform work in accordance with the Geotechnical Site Investigation Report for Toyota Center – New Mechanical Room.

1.5 QUALIFICATIONS

- A. Prepare excavation protection plan under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of Washington.

1.6 FIELD MEASUREMENTS

- A. Verify field measurements prior to ordering fabrication.

1.7 COORDINATION

- A. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 PRODUCTS

2.1. FILL MATERIALS

- A. Bedding and Pipe Zone Backfill:
 1. Sanitary Sewer and Domestic Water Services Trench - Type A2 as specified in Section 31 05 16.
 2. Glycol Piping Joint Trench – Type A3 as specified in Section 31 05 16.

B. Trench Backfill:

1. Sanitary Sewer and Domestic Water Services Trench – Type S1 as specified in Section 31 23 23.
2. Glycol Piping Joint Trench - Type S1 as specified in Section 31 23 23.
3. If Type S1 is not suitable, backfill with Structural Fill A1.

PART 3 EXECUTION

3.1 LINES AND GRADES

- A. Lay pipes to lines and grades indicated on Plans.
1. Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for project conditions.
- B. Lines and grades of pipes shall be established by construction stakes provided by a Professional Surveyor.

3.2 PREPARATION

- A. Call Local Utility Line Information service at 811 not less than 3 working days before performing Work.
1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Provide potholing as necessary to confirm the location and depth of existing utilities.
- C. Identify required lines, levels, contours, and datum locations.
- D. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- E. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- F. Maintain and protect above and below grade utilities indicated to remain and/ or not indicated to be removed.
- G. Establish temporary traffic control as necessary when trenching is performed in public right-of-way. Relocate controls as required during progress of Work.

3.3 TRENCHING

- A. Excavate subgrade required for utilities to the bottom of bedding layer.
- B. Over-excavation of trenches is not expected and will be reviewed and approved by the Geotechnical Engineer of Record prior to over-excavation.
- C. If during trenching unsuitable soil is encountered, the contractor shall immediately notify Geotechnical Engineer of Record.
- D. Remove lumped subgrade, boulders, and rock larger than 1-inch in any dimension.
- E. Do not perform excavation within 24 inches of existing utility mains unless approved by the utility company.
- F. Do not advance open trench more than 200 feet ahead of installed pipe.
- G. Cut trenches to widths indicated on Plans. Remove water or materials from the trench that interfere with Work.
- H. Excavate bottom of trenches as shown on Plans. Excavate trenches to depth indicated on Plans. Provide uniform and continuous bearing and support for bedding material and pipe.
- I. To minimize trench subgrade disturbance during excavation, the Contractor shall use a smooth-edged bucket rather than a toothed bucket.
- J. When project conditions permit, slope side walls of excavation starting 4 feet above bottom of trench at maximum temporary slope or 2:1 to avoid trench support. When side walls can not be sloped, provide sheeting and shoring to protect excavation as specified in this section. Conform to all federal, state, and local regulations, such as OSHA and WISHA for open excavations.
- K. Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- L. Correct over excavated areas with compacted backfill as directed by Geotechnical Engineer of Record.
- M. Stockpile suitable soil intended or not intended for immediate reuse not exceeding 10 feet.

3.4 SHEETING AND SHORING

- A. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.
- B. Support trenches more than 4 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- C. Design sheeting and shoring to be removed at completion of excavation work and possibly be reused.

- D. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- E. Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing

3.5 DEWATERING

- A. Groundwater at the project site is deep and dewatering is not expected.

3.6 BEDDING

- A. Pipe bedding shall provide a firm uniform cradle for support of the pipes.
- B. Pipe bedding shall be minimum for (4) inches thick beneath the pipe, except for glycol pipes joint trench, which will require minimum six (6) inches of bedding.
- C. Place bedding material at trench bottom, level materials in continuous layers not exceeding four (4) inches and as shown on Plans.
- D. Maintain optimum moisture content of bedding material to attain required compaction density.
- E. Prior to installation of pipe, the pipe bedding shall be shaped to fit the lower part of the pipe exterior with reasonable closeness to provide reasonable support along the pipe.
- F. Pipe bedding material shall be used as pipe zone backfill and placed in layers not exceeding four (4) inches and tamped around the pipe to obtain complete contact.
- G. Bedding material shall extend minimum six (6) inches above the top of the pipe.

3.7 BACKFILLING

- A. Backfill trenches to contours and elevations shown on Plans with approved fill materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Place fill material in continuous layers not exceeding six (6) inches of loose lift and compact as specified in Section 31 23 23.
- D. Employ placement method that does not disturb or damage utilities in trench.
- E. Maintain a strict range of +/- two (2) percent of optimum moisture content of fill materials to achieve proper degree of compaction.
- F. Do not leave more than 50 feet of trench open at end of working day.

- G. Protect open trench to prevent danger to the Owner and the public.

3.8 COMPACTION

A. Trench Backfill:

1. First 12 inches above utility lines: Compacted to 90 percent of maximum dry density per ASTM D1557.
2. The remainder: Compacted to 95 percent of maximum dry density per ASTM D1557

- B. All excavations shall be wide enough to allow for compaction around the haunches of pipes.

3.9 TOLERANCES

- A. Top Surface of Backfilling under Paved Areas: Plus or minus 1 inch from required elevations.
- B. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.10 FIELD QUALITY CONTROL

- A. Perform laboratory material tests in accordance with ASTM D1557.
- B. Geotechnical Engineer of Record shall perform in place compaction tests in accordance with the Geotechnical Engineering Report for the project.
- C. When tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.
- D. Frequency of Tests: As determined by Geotechnical Engineer of Record.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Backfilling building perimeter to subgrade elevations.
2. Backfilling site structures to subgrade elevations.
3. Fill under slabs-on-grade.
4. Fill under paving.
5. Fill for over-excavation.
6. Fill for utility trenches.

B. Related Sections:

1. Section 033000 - Cast-In-Place Concrete.
2. Section 310516 - Aggregates for Earthwork.
3. Section 312316 - Excavation.
4. Section 312317 – Trenching.
5. Section 311116 – Site Water Utility Distribution Piping
6. Section 333100 – Sanitary Utility Sewerage Piping.
7. Section 334100 – Storm Utility Drainage Piping.

1.2 REFERENCES

A. Washington State Department of Transportation.

1. 2018 WSDOT Standard Specifications, Section 9-03.9.

B. American Association of State Highway and Transportation Officials:

1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

C. ASTM International:

1. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
2. ASTM D6938 - Standard Test Method for In Place Density and Water Content of Soil and Soil Aggregate by Nuclear Methods (Shallow Depth).

D. Geotechnical Site Investigation Report for Toyota Center – New Mechanical Room, prepared by GN Northern, Inc., GNN Project No. 218-957, and dated June 2018.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Samples: Submit, 50-pound sample of each imported fill material to Geotechnical Engineer of Record to ensure proper gradation and establish a moisture-density relationship as necessary.

PART 2 PRODUCTS

2.1. FILL MATERIALS

- A. Native Structural Fill: Type S1 – On-site native silty sand and gravelly soils, free of deleterious materials including roots, organic matter and oversize material greater than 4 inches in nominal size are generally suitable for use as general and structural fill.
- B. Structural Fill: Type S1 as specified below or Type A1 as specified in Section 31 05 16.
- C. Subgrade Fill for Over-Excavation: Type S2 – Gravel Borrow - conforming to Section 9-03.14(1) of 2018 WSDOT Standard Specifications and the following table:

Sieve Size	Percent Passing
4 inch	99 to 100
2 inch	75 to 100
No. 4	50 to 80
No. 40	30 max.
No. 200	7.0 max.
Sand Equivalent	50 min.

D. Utility Trench Backfill: Trench fill shall conform to either of:

1. Native Fill Type S1 as specified herein.
2. Structural Fill Type A1 as specified in Section 31 05 16.

E. Pipe bedding is not included in this section. Refer to Section 31 23 17.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify subdrainage, dampproofing, or waterproofing installation has been inspected.
- B. Verify subgrade preparation and compaction have been inspected and approved by the Geotechnical Engineer of Record.

3.2 PREPARATION

- A. Compact subgrade to density requirements for subsequent backfill materials.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with structural fill and compact to density equal to or greater than requirements for subsequent fill material.
- C. Moisture condition or dry the soils prior to compaction
- D. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

3.3 BACKFILLING

- A. Backfill areas to contours and elevations shown on Plans.
- B. First choice for backfill shall be native soil type S1. If the Contractor cannot obtain proper and minimum required compaction, or native soil is not suitable/workable, the Contractor shall backfill with Type A1 fill in accordance with schedule at end of this section.
- C. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- D. If geotextile fabric is required due to moist unworkable soils, the Contractor will consult the Geotechnical Engineer of Record prior to ordering and installing the geotextile fabric. Place geotextile fabric as necessary over moist soils prior to placing first lift of fill.
- E. Place fill material in continuous layers and compact in accordance with schedule at end of this section.
- F. Employ placement method that does not disturb or damage other work.
- G. Strictly conform to and maintain optimum moisture content of backfill materials as specified in the Geotechnical Report for this project to attain required compaction density.
- H. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.
- I. Slope grade away from building minimum 2 percent slope and maximum 10 percent slope for minimum distance of 10 feet unless noted otherwise on the Plans.

- J. Make gradual grade changes. Blend slope into level areas.
- K. Stockpile surplus backfill materials on site as directed by the Owner.
- L. Do not mix native soil and imported structural fill material stockpiles.

3.4 TOLERANCES

- A. Top Surface of Backfilling within building areas or slabs on-grade: Plus or minus 1-inch from required elevations.
- B. Top Surface of Backfilling under paved areas and sidewalks: Plus or minus ½-inch from required elevations.
- C. Top Surface of General Backfilling: Plus or minus 1-inch from required elevations

3.5 FIELD QUALITY CONTROL

- A. All earthwork operations shall be performed during drier periods of the year.
- B. All site backfill and compaction operations should be observed by Geotechnical Engineer of Record.
- C. Perform laboratory material tests in accordance with ASTM D1557.
- D. Soil conditions shall be evaluated by in-place density testing, visual evaluation, probing, and proof-rolling of the fills and re-compacted on-site soil as it is prepared to check for compliance with recommendations of the geotechnical report.
- E. Perform in place compaction tests in accordance with the following:
 - 1. Density Tests: ASTM D6938.
 - 2. Moisture Tests: ASTM D6938.
- F. Geotechnical Engineer of Record shall probe the subgrade at random locations with a T-probe or a Dynamic Cone Penetrometer to check soft spots.
- G. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- H. Frequency of Tests to be determined by Geotechnical Engineer of Record.
- I. Proof roll compacted fill surfaces under slabs-on-grade and paving.

3.6 PROTECTION OF FINISHED WORK

- A. Reshape and re-compact fills subjected to vehicular traffic immediately prior to placing asphalt or concrete.

3.7 SCHEDULE

A. General Fill to Bring Site to Grade:

1. Fill Type S1 to subbase height of paved parking and access drive, sidewalks, and slabs on grade, in maximum 8-inch loose lifts for heavy duty compactors or maximum 4-inch loose lifts for hand operated compactors, compact uniformly to at least 95 percent of maximum dry density per ASTM D-1557 near the optimum moisture content (± 2 percent of optimum moisture).
2. If Type S1 is not suitable, backfill with Structural Fill A1 following the same recommendations as stated in item A.1 above. The thickness of the loose, non-compacted, lift of structural fill shall not exceed 8 inches for heavy-duty compactors or 4 inches for hand operated compactors.

B. Fill for Over-Excavation:

1. Fill Type S2 to subbase height of building pad, in maximum 8-inch loose lifts for heavy duty compactors or maximum 4-inch loose lifts for hand operated compactors, compact uniformly to 95 percent of maximum density per ASTM D-1557.
2. Allowance shall be made for placement of minimum 12 inches of imported crushed rock structural fill beneath foundations.

C. Subbase Fill under Foundations:

1. Fill Type A1, 12 inches minimum thickness, moisture condition and compact uniformly to 95 percent of maximum dry density per ASTM D-1557.
2. In the areas where over-excavation is not required, the native underlying dense gravels shall be moisture conditioned, proof-rolled and compacted to dense and non-yielding surface.

D. Subbase Fill under Asphalt Concrete Paved Roadway and Parking:

1. Fill Type A2, 2 inches minimum thickness below finish grade, compact uniformly to 95 percent of maximum dry density per ASTM D-1557.
2. Fill Type A1, 4 inches minimum thickness below Type A2 fill specified above, compact uniformly to 95 percent of maximum dry density per ASTM D-1557.
3. Prior to placing the subbase, top 12 inches of the native silty sand subgrade shall be moisture conditioned and re-compacted to 95 percent of maximum dry density per ASTM D-1557

E. Subbase Fill under Concrete Sidewalks:

1. Fill Type A2, 2 inches minimum thickness, to 4 inches below finish grade, compact uniformly to 95 percent of maximum dry density per ASTM D-1557.

F. Backfill in Utility Trenches:

1. Fill Type S1 – first 12 inches of backfill above pipe bedding area shall be compacted uniformly to at least 90 percent of maximum dry density per ASTM D-1557, and the remainder of the fill shall be compacted to at least 95 percent of maximum dry density per ASTM D-1557.
2. If Type S1 is not suitable, backfill with Structural Fill Type A1 following the same recommendations as stated in item F.1 above.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Asphalt materials.
2. Aggregate materials.
3. Asphalt paving base course and Hot Mix Asphalt (HMA).

B. Related Requirement:

1. Section 310516 – Aggregates for Earthwork.
2. Section 312316 – Excavation.
3. Section 312323 - Fill.

1.2 REFERENCE STANDARDS

A. Washington State Department of Transportation:

1. 2018 WSDOT Specification Section 5-04 – Hot Mix Asphalt.
2. 2018 WSDOT Specification Section 9-02 – Bituminous Materials.
3. 2018 WSDOT Specification Section 9-03.8 – Aggregates for Hot Mix Asphalt.

B. American Association of State Highway and Transportation Officials:

1. AASHTO M320 - Standard Specification for Performance-Graded Asphalt Binder.
2. AASHTO MP1a - Standard Specification for Performance-Graded Asphalt Binder.

C. Asphalt Institute:

1. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot- Mix Types.

D. ASTM International:

1. ASTM D242 - Standard Specification for Mineral Filler For Bituminous Paving Mixtures.
2. ASTM D692 - Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.
3. ASTM D977 - Standard Specification for Emulsified Asphalt.

4. ASTM D1073 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
5. ASTM D2950 - Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods.
6. ASTM D3515 - Standard Specification for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
7. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

1.3 QUALITY ASSURANCE

- A. Mixing Plant: Conform to 2018 WSDOT Standard Specifications Section 5-04.3.
- B. Obtain materials from same source throughout.
- C. 2018 WSDOT Standard Specifications Section 5-04 – Hot Mix Asphalt.
- D. Mix design shall conform to the approved list listed in the most current WSDOT Qualified Products List (QPL) and as shown on Drawings.

1.4 SUBMITTALS

- A. Job Mix Design: For each asphalt mix design The Contractor shall submit a copy of the following information for the asphalt mix design:
 1. Mixture course
 2. HMA mix type
 3. Source of each asphalt material
 4. Binder
 5. Material content and percentages
 6. Proposed gradation for each aggregate to be used in flexible paving.
 7. Indicate proportion of bituminous material from reclaimed asphalt pavement.

1.5 QUALIFICATIONS

- A. Installer: Company specializing in performing work of this section.

1.6 AMBIENT CONDITIONS

- A. Section 015000 - Temporary Facilities and Controls: Ambient conditions control facilities for product storage and installation.
- B. Do not place asphalt mixture between November 1 and March 31 of following year.
- C. Do not place asphalt mixture when ground surface temperature is less than 50 degrees F or surface is wet or frozen.
- D. Handling and finishing of bituminous mixtures shall not be done when surface temperature is less than 45 degrees F for wearing course and 35 degrees F for other courses.

PART 2 PRODUCTS

2.1. ASPHALT PAVING

- A. Performance / Design Criteria:
 - 1. Paving: Design for access to the building is based on very minor truck access.
 - 2. HMA: Class ½-inch.
- B. Asphalt Materials:
 - 1. Asphalt Binder: AASHTO M320 Table 1 and as specified in WSDOT Standard Specifications Section 9-02.
 - 2. Hot Mix Asphalt material shall conform to applicable requirements of the WSDOT Standard Specifications Sections 5-04 and 9-02.
 - 3. Tack coat and prime coat shall not be used.
- C. Aggregate Materials:
 - 1. Coarse Aggregate: ASTM D692; hard, strong, angular crushed stone, crushed gravel, or properly cured blast-furnace slag. Coarse aggregate shall be per 2016 WSDOT Standard Specifications Section 9-03.8.
 - 2. Fine Aggregate: ASTM D1073; sharp-edged natural sand or sand manufactured from stone, gravel, properly cured blast-furnace slag, or combination thereof. Fine aggregate shall be per 2016 WSDOT Standard Specifications Section 9-03.8.
 - 3. Mineral Filler: ASTM D242; finely ground mineral particles free of foreign matter, rock or slag dust, hydraulic cement, or other inert material.
- D. Aggregate Base: Fill Type A1 and Type A2 as specified in Section 31 05 16.

2.2. MIXES

- A. Asphalt Paving Mixtures: HMA Class ½-inch, designed in accordance with 2018 WSDOT Standard Specifications and WSDOT QPL.

2.3. PAVEMENT RESTORATION

- A. Connection to Existing Pavement at Sawcut Line: Temporary restoration of connection shall meet the following:
 - 1. Tack Coat: CSS-1
 - 2. Asphalt Binder: HMA Class ½-inch, designed in accordance with 2018 WSDOT Standard Specifications and WSDOT QPL.

PART 3 EXECUTION

3.1 GENERAL

- A. Traffic Control: provide traffic control measures as specified in the plan notes on the Plans.
- B. Minimize inconvenience to traffic, but keep vehicles off freshly treated or paved surfaces to avoid pickup and tracking of asphalt.

3.2 EXAMINATION

- A. Verify utilities indicated under paving are installed with excavations and trenches backfilled and compacted.
- B. Verify that subgrade (below base course) has been constructed as recommended by the Geotechnical Engineer, and that all subgrade is properly prepared, corrected and compacted.
 - 1. Over-excavate, scarify and compact disturbed load bearing soils for roads and parking in accordance with Section 3.4 of the Specification Section 31 23 16 and Specification Section 31 23 23.
 - 2. Remove soft subbase and replace with compacted fill as specified in Sections 31 23 16 and 31 23 23.
- C. Verify that subbase (base course) has been constructed as recommended by the Geotechnical Engineer recommendations, and that all subbase is properly prepared, corrected and compacted.
- D. Verify that subbase is dry and ready to support paving and imposed loads.
 - 1. Proof roll subbase with a loaded dump truck in minimum two perpendicular passes to identify soft spots. Subbase shall exhibit firm, unyielding conditions.

- E. Verify gradients and elevations of base are correct.
- F. Verify that manhole, cleanout, and valve frames are installed in correct position and elevation.
- G. By starting the work in this section, the Contractor warrants that it has examined and verified that the existing conditions comply with and conform to the provisions of the proceeding paragraphs and Geotechnical Engineer recommendations

3.3 PREPARATION

- A. Prepare subbase in accordance with Geotechnical Report for this project.
- B. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subbase is ready to receive paving.
 - 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.

3.4 DEMOLITION

- A. Saw cut perimeter of pavement to be removed and excavate existing pavement section to sound subbase as indicted on Plans.
- B. Cut excavation faces vertically. Remove excavated material. Re-compact existing unbound-aggregate base course to form new subgrade.
- C. Clean existing paving to remove foreign material, excess joint sealant and crack filler from paving surface.
- D. Repair surface defects in existing paving to provide uniform surface to receive new paving.

3.5 INSTALLATION

- A. Subbase:
 - 1. Aggregate Subbase: Install as specified in Section 31 23 23.
- B. Single Course Asphalt Paving:
 - 1. Install Work in accordance with 2018 WSDOT Standard Specifications Section 5-04.
 - 2. Comply with compaction recommendations in the Geotechnical Report for this project.
 - 3. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
 - 4. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course

5. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 6. Place HMA to 2-inch compacted thickness as indicated on Plans. Place hot-mix asphalt surface course in single lift.
 7. Mix temperature at time of spreading shall not be less than 18 deg F the minimum mixing temperature listed on the approved design mix formula.
 8. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
 9. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
 10. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
 11. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.
 12. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.
 13. Paver speed shall not exceed 50 feet per minute
 14. Do not displace or extrude paving from position.
 15. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.
- C. Patching Base:
1. Fill excavated pavement with hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.
- D. Patching Surface:
1. Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact.
 2. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.6 COMPACTION

- A. Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement.
- B. Compact paving by rolling to minimum 92 percent of the maximum theoretical specific gravity (Rice's density).
- C. Complete compaction before mix temperature cools to 185 deg F.
- D. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- E. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted.
- F. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still at the highest temperature where the mixture does not exhibit any possibility for distortions.
- G. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- H. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- I. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- J. Erect barricades to protect paving from traffic until mixture has cooled sufficiently to prevent distortions.

3.7 TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus 1/2 inch, no minus.
 - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10 foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.

3.8 FIELD QUALITY CONTROL

- A. Take samples and perform tests in accordance with 2018 WSDOT Standard Specifications.
- B. Asphalt Paving Mix Temperature: Measure temperature at time of placement.
- C. Asphalt Paving Thickness: ASTM D3549; test one core sample from every 1000 square yards compacted paving.
- D. Asphalt Paving Density: ASTM D2950 nuclear method; test one location for every 1000 square yards compacted paving.

END OF SECTION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Portland cement concrete (PCC) sidewalks, stairs, curbs and gutters, retaining walls, and any other exterior concrete.
2. Aggregate materials.

B. Related Requirement:

1. Section 03 30 00 – Concrete
2. Section 31 05 16 – Aggregates for Earthwork.
3. Section 31 23 16 – Excavation.
4. Section 31 23 23 - Fill.

1.2 REFERENCE STANDARDS

A. Washington State Department of Transportation:

1. 2018 WSDOT Specification Section 5-05 – Cement Concrete Pavement.
2. 2018 WSDOT Specification Section 9-01 – Cement.
3. 2018 WSDOT Specification Section 9-03.1 – Aggregates for Portland Cement Concrete.

B. American Concrete Institute:

1. ACI 301 - Specifications for Structural Concrete.
2. ACI 305 - Hot Weather Concreting.
3. ACI 306.1 - Standard Specification for Cold Weather Concreting.
4. ACI 308.1 - Standard Specification for Curing Concrete.

C. ASTM International:

1. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
2. ASTM C33 - Standard Specification for Concrete Aggregates.

3. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
4. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
5. ASTM C150 - Standard Specification for Portland Cement.
6. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
7. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
8. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
9. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
10. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
11. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
12. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
13. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
14. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
15. ASTM C1218/C1218M - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
16. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
17. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
18. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
19. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
20. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
21. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
22. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.

1.3 QUALITY ASSURANCE

- A. Comply with the requirements of the local governing Department of Public Works.
- B. Obtain materials from same source throughout.
- C. 2018 WSDOT Standard Specifications Section 5-05 – Cement Concrete Pavement.

1.4 SUBMITTALS

- A. Job Mix Design: For each asphalt mix design the Contractor shall submit a copy of the following information for the asphalt mix design:
 - 1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
 - a. Hot and cold weather concrete work.
 - b. Air entrained concrete work
 - 2. Identify mix ingredients and proportions, including admixtures
 - 3. Identify chloride content of admixtures and whether or not chloride was added during manufacture
 - 4. Source of each concrete material
- B. Manufacturer's Installation Instructions: Submit installation procedures and interface required with adjacent Work.

1.5 QUALIFICATIONS

- A. Installer: Company specializing in performing work of this section.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Maintain concrete temperature after installation at minimum 50 degrees F for minimum 7 days.

PART 2 PRODUCTS

2.1. FORMS

- A. Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required. Coat forms with non-staining type coating that will not discolor or deface surface of concrete.

2.2. CONCRETE MATERIALS

- A. Concrete materials and related materials shall conform to Section 03 30 00 – Concrete.

2.3. MIXES

- A. Concrete mix shall be as shown on Plans.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify utilities indicated under concrete paving are installed with excavations and trenches backfilled and compacted.
- B. Verify compacted that subbase (base course) has been constructed as recommended by the Geotechnical Engineer recommendations, and that all subbase is properly prepared, corrected and compacted.
- C. Verify that subbase is dry and ready to support paving and imposed loads.
 - 1. Proof roll subbase with a loaded dump truck in minimum two perpendicular passes to identify soft spots. Subbase shall exhibit firm, unyielding conditions.
 - 2. Remove soft subbase and replace with compacted fill as specified in Section 31 23 23.
- D. Verify gradients and elevations of base are correct.
- E. Verify that manhole, cleanout, and valve frames are installed in correct position and elevation.
- F. By starting the work in this section, the Contractor warrants that it has examined and verified that the existing conditions comply with and conform to the provisions of the proceeding paragraphs and Geotechnical Engineer recommendations.

3.2 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Coat surfaces of manhole, catch basin, and other utility structure frames with oil to prevent bond with concrete pavement.
- C. Notify Engineer minimum 24 hours prior to commencement of concreting operations.

3.3 FORMING

- A. Place and secure forms to correct location, dimension, profile, and gradient.

- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.4 PLACING CONCRETE

- A. 2018 WSDOT Standard Specifications Section 5-05 – Cement Concrete Pavement.
- B. Ensure that reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
- C. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.]
- D. Saw-cut contraction joints 3/16 inch (5 mm) wide at an optimum time after finishing. Cut 1/3 into depth of slab.
- E. Trowel smooth.

3.5 FINISHING

- A. Sidewalk Paving: Light broom, radius and trowel joint edges.
- B. Curbs and Gutters: Light broom.
- C. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.6 PAVEMENT JOINTS

- A. Provide expansion, contraction, and construction joints to match existing joints or as indicated on Plans.
- B. Place joint filler between paving components and building or other appurtenances. Recess top of filler 1/2 inch for backer rod and sealant placement.
- C. Saw cut contraction joints 3/16 inch wide or as indicated at an optimum time after finishing. Cut 1/3 into depth of slab.
- D. Provide sawn joints for sidewalks and curbs at 5-foot intervals. Provide 3/4 inch expansion joint at 30 feet maximum and between sidewalks and curbs and structures.

3.7 TOLERANCES

- A. Maximum Variation of Surface Flatness: 1/4 inch in 10 feet.

- B. Maximum Variation From True Position: 1/2 inch.
- C. Maximum Variation in thickness: 1/2 inch.

3.8 FIELD QUALITY CONTROL

- A. Contractor shall obtain services from a qualified testing agency to perform tests and inspections.
- B. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.
 - 1. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
 - 2. Testing Frequency: Obtain at least one composite sample for each [100 cu. yd. or fraction thereof of each concrete mixture placed each day.
 - 3. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 4. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 5. Air Content: ASTM C 231/C 231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 6. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
 - 7. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
 - 8. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
 - 9. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- C. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day test.

- D. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- E. Concrete paving will be considered defective if it does not pass tests and inspections.
- F. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- G. Prepare test and inspection reports

3.9 PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures, and mechanical injury.

END OF SECTION

Council Agenda Coversheet 	Agenda Item Number	3.h.	Council Date	12/18/2018	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	Entiat to Canal Waterline				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P1606-18	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That City Council award Contract P1606-18 (Entiat to Canal Waterline) to Tapani, Inc. in the amount of \$1,617,413.47, plus a 10% contingency amount of \$161,741.35, for a total mount of \$1,779,154.82.

Motion for Consideration

I move to award Contract P1606-18 (Entiat to Canal Waterline) to Tapani, Inc. in the amount of \$1,617,413.47, plus a 10% contingency amount of \$161,741.35, for a total mount of \$1,779,154.82.

Summary

Five (5) bids were received on November 20, 2018 at 9:00 a.m.

Tapani, Inc.	\$ 1,617,413.47
Rotschy, Inc.	\$ 1,862,232.60
Apollo, Inc.	\$ 1,930,615.32
P.O.W. Contracting, Inc.	\$ 1,932,629.31
Scarsella Brothers, Inc.	\$ 2,049,991.70

Engineer's Estimate: \$ 1,588,659.44

This project includes: demolition, removal, and abandonment of an existing 16-inch steel water line previously isolated due to leaks, installing approximately 1,550 lineal feet of new 24-inch and 30-inch waterlines, installation of 42-inch steel casings under CID flume, UPRR, BNSF tracks, and making connections with existing 8-inch, 12-inch, 16-inch, and 18-inch waterlines. This project also includes installation of a 60-inch steel casing under US 395 highway for future water line extension and planned renewal of additional parallel aging waterline infrastructure.

State law requires that we award contracts to a responsible bidder with the lowest responsive bid. We have reviewed all bids and determined them all to be responsive. We are recommending award of this project to Tapani, Inc. who we have determined to be a responsible bidder with the lowest bid.

Alternatives

None recommended.

Fiscal Impact

Water and Sewer Fund	Construction Contract:	\$ 1,617,413.47
Budget No. 401.010.594.34.65.34	Construction Contingency:	\$ 161,741.35
	Total:	\$ 1,779,154.82

Through	Jeremy Lustig Dec 11, 10:49:52 GMT-0800 2018	Attachments: 
Dept Head Approval	Cary Roe Dec 11, 11:04:50 GMT-0800 2018	
City Mgr Approval	Marie Mosley Dec 13, 19:30:13 GMT-0800 2018	

☐ Recording Required?

Council Agenda Coversheet	Agenda Item Number	3.i.	Council Date	12/18/2018	Consent Agenda	☒
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	☐
	Subject	Kennewick Avenue Pavement Preservation			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #	P1823	Permit #		Quasi-Judicial	☐
	Department	Public Works				

Recommendation

That City Council authorize the Mayor to sign the Local Agency Agreement and Federal Aid Prospectus for the Kennewick Avenue Pavement Preservation Project.

Motion for Consideration

I move to authorize the Mayor to sign the Local Agency Agreement and Federal Aid Prospectus for the Kennewick Avenue Pavement Preservation Project.

Summary

Staff was successful in acquiring a Federal Grant through the National Highway System (NHS) Asset Management Program for the construction of the Kennewick Avenue Pavement Preservation Project. The project involves planing and HMA overlay of 1.75 inches in the through-lanes, HMA patching in areas where subgrade has failed, ADA improvements at sidewalk ramps where needed, pavement marking, channelization and signing.

Total project cost is estimated at \$2,167,600. The attached agreement is only for the Design Phase, which is estimated at \$162,560 and will be performed by in-house staff. Staff will request funding for the Construction Phase at a later date when the project is designed and ready for solicitation of bids.

Alternatives

None recommended.

Fiscal Impact

Federal NHS funds: \$140,614

Urban Arterial Street Fund(103.010.595.30.63.24): \$21,946

Through	Heath Mellotte Dec 11, 10:16:14 GMT-0800 2018	Attachments: 
Dept Head Approval	Cary Roe Dec 11, 10:19:30 GMT-0800 2018	
City Mgr Approval	Marie Mosley Dec 13, 19:35:02 GMT-0800 2018	
		☐ Recording Required?



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	12/18/18
Federal Aid Project Number	NHPP	3432		DUNS Number	040187544
Local Agency Project Number	P1823	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001253

Agency City of Kennewick		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other		
Project Title Kennewick Ave. Pavement Preservation		Start Latitude N 46.209473 End Latitude N 46.208705		Start Longitude W -119.158793 End Longitude W -119.126217	
Project Termini From-To US 395 N. Fruitland Street		Nearest City Name Kennewick			Project Zip Code (+4) 99336-0108
Begin Mile Post	End Mile Post	Length of Project 1.56		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 0610	County Number 03	County Name Benton
WSDOT Region South Central Region		Legislative District(s) 8th		Congressional District(s) 4th	
				Urban Area Number 4	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	162,600	22,000	140,600	December	2018
R/W					
Const.	2,005,000	270,600	1,734,400	March	2019
Total	2,167,600	292,600	1,875,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Varies 44-66'	Number of Lanes 4
--------------------------------	----------------------

Four-lane Principal Arterial with curb, gutter, walk w/ 6 signalized intersections. Serves a mix of commercial, older residential areas and a golf course. Asphalt experienced severe damage from the Winter of 2016/17.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Surface plane and overlay of the through lanes to provide a new wearing course. HMA patching will occur in areas of subgrade failure. ADA sidewalk ramp improvements will be completed where necessary. Permanent pavement markings, channelization and permanent signing are also included.

Local Agency Contact Person Heath Mellotte		Title Design Services Manager		Phone (509) 585-4287	
Mailing Address P.O. Box 6108		City Kennewick		State WA	Zip Code 99336
Project Prospectus	By _____ Approving Authority				
	Title Cary M. Roe, P.E., Public Works Director				Date

Agency City of Kennewick	Project Title Kennewick Ave. Pavement Preservation	Date 12/18/18
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Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width 44 - 66'	Number of Lanes 4
☐ New Construction	☐ Path / Trail	☐ 3-R		
☐ Reconstruction	☐ Pedestrian / Facilities	☒ 2-R		
☐ Railroad	☐ Parking	☐ Other		
☐ Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☒ Principal Arterial	☒ Principal Arterial
	☐ Minor Arterial	☐ Minor Arterial
	☐ Collector	☐ Collector
	☐ Major Collector	☐ Major Collector
	☐ Minor Collector	☐ Minor Collector
	☐ Local Access	☐ Local Access
	☒ Urban	☒ Urban
	☐ Rural	☐ Rural
	☐ NHS	☐ NHS
Terrain	☒ Flat ☐ Roll ☐ Mountain	☐ Flat ☒ Roll ☐ Mountain
Posted Speed	35	30
Design Speed	35	30
Existing ADT	9,245-22,956	7,715-13,380
Design Year ADT	24,000	17,600
Design Year	2038	2038
Design Hourly Volume (DHV)	1,045	767

Performance of Work

Preliminary Engineering Will Be Performed By City of Kennewick	Others %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)	☒ Class II - Categorically Excluded (CE)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement	☒ Projects Requiring Documentation (Documented CE)
☐ Class III - Environmental Assessment (EA)	
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

Agency City of Kennewick	Project Title Kennewick Ave. Pavement Preservation	Date 12/18/18
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Right of Way

☒ No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	☐ Right of Way Needed ☐ No Relocation ☐ Relocation Required
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Utilities ☐ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☒ All utility work will be completed in coordination with the construction contract	Railroad ☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Minor City sewer/water/storm/signal repair and/or replacement along with possible private and public utility work prior to overlay.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Kennewick

Date

By _____ Mayor/Chairperson



**Washington State
Department of Transportation**

Agency City of Kennewick

Address PO Box 6108
Kennewick, WA 99336-0108

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Kennewick Ave. Pavement Preservation

Length 1.56 Miles

Termini US 395 to N. Fruitland Street

Description of Work

The project involves planing and HMA overlay of 1.75 inches in the through-lanes, HMA patching in areas where subgrade has failed, ADA improvements at sidewalk ramps where needed, pavement marking, channelization and signing.

Project Agreement End Date 12/31/2020

Proposed Advertisement Date (With CN Supplement)

Claiming Indirect Cost Rate

☒ Yes ☐ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	\$ 162,060.00	\$ 21,878.00	\$ 140,182.00
86.5% %	b. Other			
Federal Aid	c. Other			
Participation	d. State	\$ 500.00	\$ 68.00	\$ 432.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	\$ 162,560.00	\$ 21,946.00	\$ 140,614.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	\$ 0.00	\$ 0.00	\$ 0.00
Construction	k. Contract			
86.5 %	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	\$ 0.00	\$ 0.00	\$ 0.00
	r. Total Project Cost Estimate (e+j+q)	\$ 162,560.00	\$ 21,946.00	\$ 140,614.00

Agency Official

By

Title Mayor, City of Kennewick

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Council Agenda Coversheet 	Agenda Item Number	3.j.	Council Date	12/18/2018	Consent Agenda	☒
	Agenda Item Type	Contract/Agreement/Lease			Ordinance/Reso	☐
	Subject	West 36th Avenue Project			Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐
	Project #	P1906	Permit #		Quasi-Judicial	☐
	Department	Public Works				

Recommendation

That City Council authorize the Mayor to sign the Project Funding Status Form and the Washington State Transportation Improvement Board Agreement for the West 36th Avenue Project.

Motion for Consideration

I move to authorize the Mayor to sign the Project Funding Status Form and the Washington State Transportation Improvement Board Agreement for the West 36th Avenue Project.

Summary

Staff was successful in acquiring a Transportation Improvement Board (TIB) grant for the construction of a sidewalk on the north side of West 36th Avenue from South Vancouver Street to South Sharron Street. The project will also include minor road widening, storm and street lighting improvements. Total project cost is estimated to be around \$273,000 and requires a Local match.

The TIB grant comes from Motor Vehicle Fuel Tax revenue and is a State-wide competitive grant program.

Alternatives

None recommended.

Fiscal Impact

Washington State TIB grant: \$218,400

Local (103.010.595.61.63.26 Sidewalks): \$54,600

Through	Heath Mellotte Dec 11, 10:18:47 GMT-0800 2018	Attachments: 
Dept Head Approval	Cary Roe Dec 11, 10:34:04 GMT-0800 2018	
City Mgr Approval	Marie Mosley Dec 13, 19:39:09 GMT-0800 2018	
		☐ Recording Required?



Transportation Improvement Board

Project Funding Status Form

Agency Name **KENNEWICK**
Project Name: **W 36th Avenue**
S Vancouver St to S Sharron St

TIB Project Number: **P-E-173(P06)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
KENNEWICK	54,600	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	54,600	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title



City of Kennewick
P-E-173(P06)-1
W 36th Avenue
S Vancouver St to S Sharron St

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Kennewick
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the W 36th Avenue, S Vancouver St to S Sharron St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Kennewick, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$218,400 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name

Council Agenda Coversheet 	Agenda Item Number	3.k.	Council Date	12/18/2018	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	18th & Kellogg Reservoir Replacement				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #	P1810	Permit #		Quasi-Judicial	☐	
	Department	Public Works					

Recommendation

That the City Council authorize the Mayor to sign the Supplemental Agreement No. 1 with HDR Engineering, Inc., for the engineering design for the 18th & Kellogg Reservoir Replacement.

Motion for Consideration

I move to authorize the Mayor to sign the Supplemental Agreement No. 1 with HDR Engineering, Inc., (P1810, 18th & Kellogg Reservoir Replacement.)

Summary

The 18th & Kellogg Reservoir Replacement professional services agreement provides for the replacement of the existing 10 million gallon (MG) concrete and 0.5 MG steel reservoirs. The existing potable water reservoir has expended 75% or more of its useful life. A new 6 MG concrete reservoir will be constructed adjacent to the existing reservoir, followed by demolition of the existing reservoirs leaving space for a future second concrete reservoir. This project will also construct a water pump station dedicated to convey water west to the existing Zone 3 Kansas reservoir. The project is generally located northwest of W Creekstone Dr and S Irving St nestled within the Creekstone development.

The original agreement signed on May 1, 2018, authorized HDR Engineering, Inc., to perform a 30% level of design which included a Basis of Design Report (BODR).

This supplemental agreement provides for the final detailed design and bidding support.

Alternatives

None recommended.

Fiscal Impact

Budget No. 401.010.594.34.65.15

Original Professional Services Agreement:	\$ 327,300
Supplemental Agreement No. 1:	\$ 698,400
Management Reserve:	\$ 70,000
Total:	\$ 1,095,700

Through	Jeremy Lustig Dec 11, 10:44:58 GMT-0800 2018	Attachments: 
Dept Head Approval	Cary Roe Dec 11, 11:06:22 GMT-0800 2018	
City Mgr Approval	Marie Mosley Dec 13, 19:43:39 GMT-0800 2018	

☐ Recording Required?

**SUPPLEMENTAL AGREEMENT #1
Between Owner and Consultant**

**P-1810, 18TH & KELLOGG RESERVOIR REPLACEMENT
DETAILED DESIGN**

THIS SUPPLEMENTAL AGREEMENT, entered into this 18th day of December, 2018 by and between the City of Kennewick, 210 West 6th Avenue, Kennewick, Washington (hereinafter called the "OWNER"), and HDR Engineering, Inc, 2805 St. Andrews Loop, Suite A, Pasco, WA 99301 (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the Parties hereto previously entered into an agreement for professional engineering services for the 18th & Kellogg Reservoir Replacement, said agreement being dated May 1, 2018; and

WHEREAS, the owner desires to have the Consultant perform additional services necessary to continue the work described in Exhibit A, SCOPE OF SERVICES of the original Agreement; and

WHEREAS, both parties desire to supplement said Agreement by expanding the Scope described in the Consultant's Exhibit A1, SCOPE OF SERVICES

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree that each and every provision of the original Agreement as supplemented shall remain in full force and effect, except as expressly modified in the following sections:

Section 4, PAYMENT, first paragraph, and Maximum Total Amount Payable are revised to read:

The CONSULTANT shall be paid **Time & Materials with a total amount of \$1,025,700** by the OWNER to complete design services described in Exhibit A of the original agreement and Exhibit A1 of Supplemental Agreement No. 1 (attached).

The Maximum Total Amount Payable, by the OWNER to the CONSULTANT under this agreement, shall not exceed \$1,095,700 which includes the Management Reserve Funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF KENNEWICK, WASHINGTON

HDR ENGINEERING, INC.

Don Britain, Mayor

Karen Doherty, Sr. Vice President

18th & Kellogg Reservoir Replacement Task 200 – Detailed Design

Scope of Services

December 2018



**2805 St Andrews Loop
Suite A
Pasco, WA 99301
(509) 546-2040**

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EXHIBIT A1

SCOPE OF SERVICES

Background

The City of Kennewick (City) is planning to replace the existing Zone 2 18th and Kellogg reservoirs with one new pre-stressed concrete tank now and a second pre-stressed concrete tank in the future. The major project components include:

- Replace the existing Zone 2 18th & Kellogg reservoirs with a new 6 MG pre-stressed concrete reservoir. The new reservoir will be equipped with a mechanical mixer and other accessories such as vents, valved outlets, and access hatches. The existing 10 MG concrete and 0.5 MG steel reservoirs will be demolished after the construction of the new 6 MG reservoir.
- Install a new booster pump station at the 18th & Kellogg site dedicated to the Zone 3 Kansas Reservoir. The new pump station will be equipped with three vertical turbine barrel mounted pumps and include space for four future pumps that will eventually replace the existing 18th & Kellogg booster pump station. The new pump station will also include an electrical room, a chemical room with a new on-site hypochlorite generation system, and a suction valve vault. The discharge pipeline that will connect the new pump station to the Kansas Reservoir will be designed by others.
- Build a new access road to the 18th & Kellogg water facility that connects with Irving Street. The new access road will be integrated with the community walking path and allow larger equipment such as cranes access to the site.
- Improve the facility's yard piping to create space for the new reservoir and pump station and to provide the new reservoir with separate inlet and outlet pipes. The new yard piping will also include a combined inlet/outlet vault to control flow into and out of the new reservoir.
- Replace approximately 590 feet of the 30 inch pipeline that delivers water to the 18th & Kellogg Facility with a new 30 inch pipeline that is at a lower elevation.
- Connect the new reservoir's overflow and drain system with Creekstone's existing storm drain system.
- Maintain the visual quality and character of the existing park and reservoir.
- Provide community outreach.

The City intends to utilize consultant engineering services to perform the project in the following three task execution approach:

- Task 100 – Preliminary Engineering
- Task 200 – Detailed Design and Bid Support
- Task 300 – Construction Support Services

This scope describes the second (Task 200) of those three tasks, as provided by their consulting engineer (HDR). Task 300 will be scoped in separate contract amendments at the discretion of the City

General Scope

HDR will provide professional services to the City to meet the overall objectives described above. Specifically, HDR will perform engineering and design series to achieve full construction documents for the replacement of the City's reservoirs and installation of a new booster pump station. HDR will also provide engineering services to support the City during the bid period.

General Assumptions

The following general assumptions are common to all tasks under this scope of work unless stated otherwise:

- City staff will review and submit one set of consolidated and reconciled comments on all submittals transmitted by HDR.
- Unless noted otherwise, all submittals identified in the following task descriptions will be electronic submittals in PDF format transmitted via email with larger documents requiring downloading using HDR's OneDrive file transfer system.

Scope of Services

Task 200 Detailed Design and Bid Support

Objective

Under this task HDR will prepare detailed construction documents for the replacement of the City's reservoirs and installation of a new booster pump station. Detailed design shall be based upon the findings in the Final Basis of Design Report (BODR) from Task 100.

Task 201 Project Management

Objective

The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

HDR Services

1. Update the existing Project Management Plan (Project Guide) outlining the project scope, team organization, schedule, and communications information.
2. Coordinate and manage the project team.
3. Subcontract with and manage project subconsultants.
4. Prepare monthly status reports describing the following:
 - A. Services completed during the month
 - B. Services planned for the next month
 - C. Needs for additional information
 - D. Scope/schedule/budget issues
 - E. Schedule update and financial status summary

5. Prepare monthly invoices formatted in accordance with contract terms.
6. HDR shall conduct a two (2) hour Kick-off Meeting with City staff. The Kick-off Meeting will introduce project team members, define lines of communication, review project background and scope including a high level overview of the BODR and decisions that will impact detailed design, present baseline schedule, and identify critical issues related to the Project.
7. Project Manager will attend monthly project management meetings with the client Project Manager to review project scope, schedule, and budget issues.

City Responsibilities

1. Attend project management meetings.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The Task 200 duration will be 8 months.
2. Eight members of the HDR design team will attend the kick-off meeting. HDR team members not local to the area will attend via teleconference.
3. One project management meeting will be held per month with 3 hours of project manager time required for each meeting preparation, attendance, follow-up, and notes.
4. Invoices will be HDR standard invoice format.

Deliverables

1. Updated Project Management Plan (Project Guide) (PDF file).
2. Kickoff meeting agenda and notes (e-mailed PDF files).
3. Monthly reports and invoices (e-mailed PDF files).
4. Monthly project schedule and budget updates.
5. Project management meeting agenda and notes (e-mailed PDF files).

Task 202 Stormwater Site Plan

Objective

HDR will prepare a Stormwater Site Plan (SSP) compliant with the requirements of the Ecology Stormwater Management Manual for Eastern Washington (SWMMEW) (Ecology 2004) and its 2018 draft update (in progress), as adopted by the City, together with other applicable City Code, Low-impact Development (LID), and Standard Plan requirements.

HDR Services

Prepare draft and final versions of a Stormwater Site Plan including the following required elements:

1. **Site Review and Analysis of Existing Conditions** – Conduct a site reconnaissance and database review of existing site conditions and stormwater management limitations as input to SSP development. This review will include assessment of site characteristics including existing runoff and off-site run-on, any reported stormwater and erosion/sedimentation problems, critical areas and their buffers, and available subsurface soils and groundwater data. Prepare a figure and narrative to document the existing site stormwater conditions and to identify data gaps together with additional site data collection needs.
2. **Site Development Plan Evaluation and Update** – Review the BODR and reservoir improvements preliminary design layout for adjustment needs to accommodate applicable stormwater management best management practices (BMPs). Assess land cover changes to surfaces together with conceptual stormwater improvement needs including runoff/run-on collection/conveyance system, flow control and treatment needs (unless exemptions apply), feasible site LID practices, and connections to the downstream storm drainage system. Summarize findings in a narrative and updated site development plan layout figure.
3. **Off-site Analysis** – Conduct an off-site analysis of the existing downstream drainage system, extending a minimum of 0.25 mile and a maximum of 1.0 mile downstream from the site boundary for qualitative assessment of potential hydraulic capacity, water quality, erosion, slope stability, and drainage impacts of the project. If any upstream water level or other stormwater-related impacts are expected, document those as well. If potential off-site impacts are identified, propose site or off-site stormwater BMPs as mitigation for those impacts. Further quantitative downstream analysis could be required, but is not assumed needed in this scope of work. Summarize the off-site analysis results in a narrative and associated figure as part of the SSP.
4. **Core Element Requirements** – Based on targeted surfaces land cover changes relative to the SWMMEW and NPDES Phase II Municipal Stormwater Permit thresholds, and considering other proposed site drainage connections to the stormwater system, document the SWMMEW Core Elements applicable to the site improvements in a narrative. Review those requirements in a meeting with City staff for concurrence and/or adjustment needs.
5. **Permanent Stormwater Control Plan (PSCP)** – Prepare a permanent stormwater control plan consisting of a Drainage Report and Construction Plans for required stormwater control and LID BMPs. The PSCP will consist of:
 - A. Drainage basin maps for existing and proposed site conditions
 - B. The preliminary design layout of proposed stormwater control facilities and BMPs
 - C. Conveyance, detention, treatment, and LID facilities analysis consistent with SWMMEW BMPs design criteria
 - D. Documentation of the analysis and sizing basis for proposed improvements including hydrologic modeling output, hydraulic computations, and supporting geotechnical analysis (geotechnical services are completed and reported separately under Task 203 services)
 - E. Available FEMA Floodplain map for the project site area

- F. Stormwater improvement Construction Plans, consistent with the 60% design completion for draft PSCP, updated to 100% design completion for the final PSCP. The scope for preparing stormwater facility construction plans is included under Task 203 services. Services under this task are limited to their integration and narrative description in the Drainage Report.
- 6. Construction Stormwater Pollution Prevention Plan (CSWPPP) – Select applicable source control and erosion and sediment control BMPs and prepare a project CSWPPP tailored to anticipated construction activities, consistent with the SWMMEW requirements for large project sites. It will address the 13 source and erosion/sedimentation control and water quality protection components of the SWMMEW, Core Element No. 2. The CSWPPP services will also document if coverage under the NPDES Construction Stormwater General Permit (CSGP) will be needed, and associated compliance needs if so. If an option exists for exemption under an Erosivity Waiver at the City's request, that will be completed. If coverage is needed, notice of intent (NOI) application for that coverage will be completed under Task 204.. The CSWPPP will include a conceptual Temporary Erosion and Sedimentation Control Plan (TESCP) for construction submittal adjustments to be made by the contractor.
- 7. Stormwater Site Plan (SSP) – Complete and compile the full SSP in accordance with SWMMEW requirements consisting of Items 1 through 6 products and other items below:
 - A. Project overview narrative
 - B. Vicinity, site, and soils maps
 - C. Existing conditions summary
 - D. Off-site analysis report
 - E. PSCP
 - F. CSWPPP
 - G. Other permit conditions relevant to stormwater controls
 - H. Operation and maintenance requirements for flow control and treatment BMPs
- 8. Conduct meetings with City staff - HDR will hold two 2 hour meetings with City staff to facilitate City inputs to and comment on development of the draft and final SSP.

City Responsibilities

- 1. Provide available data on existing site, adjacent parcels, and downstream reaches stormwater infrastructure database, drainage reports, hydrology models, hydraulic analyses, existing utilities, wetland/critical area assessments, subsurface soil characterizations, and groundwater.
- 2. Provide HDR with access to the project site and downstream reaches for off-site analysis field reconnaissance.
- 3. Review HDR-interpreted Core Element requirements applicability and off-site analysis findings including any proposed mitigation needs for comments and concurrence.
- 4. Review draft PSCP and CSWPPP for comments and concurrence.
- 5. Provide consolidated review comments on the draft SSP within two weeks of draft plan transmittal.
- 6. Prepare for and participate in SSP development and review meetings.

Assumptions

1. Additional topographic survey or drainage system inventory data to fill data gaps will be provided by the City.
2. All Core Elements including flow control and treatment will apply to the project new/replaced impervious surfaces (treatment will apply only to pollution-generating impervious surfaces).
3. Downstream analysis will be limited to qualitative review and assessment of the downstream system (beyond hydraulic capacity assessment of existing storm drainage systems). No further quantitative off-site analysis and assessment is assumed be needed.
4. Design of downstream stormwater-related mitigation improvements is not included within this scope of work.
5. A preliminary list of stormwater Construction Plans can be found in Attachment 2 and a preliminary list of specifications can be found in Attachment 3 of this scope of work. Project specifications for stormwater components will utilize the City's Standard Specifications and Standard Plans to the extent possible.
6. No other special reports and studies will be needed for SSP development.
7. Two versions (draft and final) of the SSP will be provided, with City comments response limited to the draft SSP.
8. Two members of the HDR team will attend the SSP meetings with the City. It is anticipated that each meeting will last approximately one hour.

Deliverables

1. Site Review and Analysis, Site Development Plan, Off-site Analysis, and Core Elements Narratives (single iteration) – PDF format
2. PSCP and CSWPPP (single iteration), Microsoft Word and PDF format
3. Draft and final SSP, including a review comment resolution summary, Microsoft Word and PDF format.
4. Draft and final City input and review meeting agendas and notes, PDF format.

Task 203 Detailed Design

Objective

HDR will prepare detailed construction documents for the replacement of the City's reservoirs and installation of a new booster pump station. Detailed design shall be based upon the findings in the Final BODR from Task 100.

HDR Services

1. Identify locations where utility potholing will be required. Potholing information will be used to verify pipeline locations or to relocate existing utilities if necessary.
2. Develop system and pump curves in order to select pumps that meet the design parameters given in the Final BODR from Task 100 and that will operate for all system curve conditions.
3. Perform a transient analysis on the new booster pump station that will include the following elements:

- A. Develop a hydraulic model for the new booster pump station and Zone 3 transmission main.
 - i. Coordinate with the City of Kennewick on the size and alignment of the Zone 3 transmission main and the current and future operating conditions for the pump station.
 - ii. Model the following three scenarios:
 - 1) Baseline – No surge protection is provided and the booster pump station is operating at its ultimate flow capacity.
 - 2) Ultimate Flow with Mitigation – Surge protection is provided and the booster pump station is operating at its ultimate flow capacity.
 - 3) Design Flow – Surge protection is provided and the booster pump station is operating at its design flow capacity.
 - iii. Evaluate the predicted maximum and minimum pressures of the three scenarios to identify the controlling scenario for developing surge mitigation measures and relative locations for distribution system combination air valve (CAV) stations. Identify time-dependent control of pump check valves.
 - iv. Create a draft transient analysis technical memorandum that includes:
 - 1) Descriptions of modeling scenarios used as the basis for the transient analysis.
 - 2) Descriptions of the physical facilities included in the model, i.e. booster pump station.
 - 3) Assumptions used for the analysis
 - 4) Results of the surge analysis including graphical plots of the maximum and minimum HGL envelopes and maximum/minimum pressures along the Zone 3 transmission main.
 - 5) Design basis for surge mitigation measures and relative locations of recommended CAV stations.
 - 6) Recommended check valve close times
 - v. Review the draft technical memorandum with City staff and make the necessary modifications based on City comments.
 - B. Incorporate surge mitigation measures into detailed design drawings, technical specifications, and the Opinion of Probable Construction Cost (OPCC).
- 4. Prepare plans and specifications.
 - A. HDR will prepare drawings, technical specifications, and contract documents based on the design concepts and criteria developed in Task 100. HDR will prepare 60%, 90%, and 100% submittals.
 - B. Drawings will be prepared in digital format using AutoCAD Civil 3D 2018. Specifications will be prepared using a combination of the City's Standard Specifications and HDR's Construction Specifications Institute (CSI) based master specifications. The contract documents will be prepared for a lump sum award basis.
- 5. Design documents.
 - A. HDR will submit 60%, 90%, and 100% documents to the City.
 - B. Design drawings will be provided to the City as half-sized format PDF files.
 - C. Specifications shall be provided in Microsoft Word format.
- 6. OPCC
 - A. HDR will review and revise the OPCC from the BODR.

- B. HDR will develop a Class 3 OPCC for the 60% design documents and Class 2 OPCCs for the 90%, and 100% design documents.
- 7. Submittals and document finalization.
 - A. HDR will submit documents to the City for review at the 60% and 90% design stages. HDR will review and provide responses for all City comments. The 100% submittal is for the City to verify that their changes have been incorporated, it is anticipated that there will be no changes to the 100% design documents.
- 8. Comment review meetings.
 - A. HDR will hold 2 hour comment review meetings with the City after their review of the 60% and 90% design documents.

Sub-Consultant Services

Peterson Structural Engineers Services

HDR will subcontract with Peterson Structural Engineers to provide the following services:

1. Assimilation and review of all pre-design documents & criteria.
2. Teleconferences with civil and geotechnical engineers.
3. Continue structural design of all project elements (reservoir, pump station, 5 vaults, Retaining Wall).
4. Perform structural design and generation of preliminary construction documents.
5. Provide preliminary drawings for design review submittals (60%, 90%).
6. Assist in the generation of structural specifications sections.
7. Provide assistance in the development of construction cost estimates.
8. Review of civil & mechanical documents.
9. Provide final (100%) structural construction drawings and calculations.

MacKay Sposito Services

HDR will subcontract with MacKay Sposito to provide the following services:

1. Prepare plans and specifications.
 - A. MacKay Sposito will prepare drawings and technical specifications for the landscape design based on the design concept and criteria developed in Task 100. MacKay Sposito will prepare 60%, 90%, and 100% Documents that will be included in HDR's submittal to the City.
 - B. Using the 60% design drawings MacKay Sposito will develop an illustrative site plan showing the relationship of the park and the reservoir improvements. This task will also include the development of two boards for public outreach that depict the plant materials that will be used on the project.
 - C. Drawings will be prepared in digital format using AutoCAD Civil 3D 2018. Specifications will be prepared using a combination of the City's Standard Specifications and HDR's Construction Specifications Institute (CSI) based master specifications.
2. Opinion of Probable Construction Cost

- A. MacKay Sposito will provide quantity takeoffs and provide pricing for all landscape and irrigation improvements identified in the contract documents to HDR for use in development of the OPCC.
- B. MacKay Sposito will respond to questions during the review of the (OPCC) from the BODR for the 60%, 90%, and 100% design documents.
- 3. Submittals and document finalization.
 - A. MacKay Sposito will submit documents to the HDR and City for review at the 60%, 90%, and 100% design stages. HDR will provide review comments to MacKay Sposito for incorporation into at each submittal.

City Responsibilities

- 1. Provide vertical and horizontal locations of potholes referenced to existing infrastructure.
- 2. Review proposed potholing locations in a timely manner.
- 3. Obtain and provide copies of Easements and Rights-of-Way.
- 4. Provide HDR, Peterson Structural Engineers, and MacKay Sposito with access to the project site.
- 5. Provide information on the proposed 20 or 24 inch water main to the Kansas Reservoir.
- 6. Provide operating conditions for the new booster pump station.
- 7. The City Project Manager will compile all of the City's review comments into one package for HDR. Provide consolidated review comments at the 60% and 90% review stages within two weeks of design document transmittal.
- 8. Prepare for and participate in meetings.

Assumptions

- 1. It is anticipated that 10 potholes will be required for the Project.
- 2. Project specifications will utilize the City's Standard Specifications and Standard Plans to the extent possible. Specifications for the new reservoir and pump station will utilize HDR's CSI based master specifications and will be incorporated into the overall project Contract Documents and Technical Specifications or Special Provisions.
- 3. Additional topographic survey will be provided by the City of Kennewick.
- 4. A preliminary list of drawings can be found in Attachment 2 and a preliminary list of specifications can be found in Attachment 3 of this scope of work.
- 5. The 60% submittal will only include drawings and specifications as marked in Attachment 2, whereas the 90%, 100%, and Final Bidding Document submittals will include all drawings and specifications listed in Attachments 2 and 3.
- 6. Four members of the HDR team will attend the comment review meetings. Team members not local to the area will attend via teleconference.
- 7. The transient analysis will only evaluate the three scenarios described above.

Deliverables

- 1. 60% Design Drawings, Specifications, and OPCC.

2. 90% Design Drawings, Specifications, and OPCC.
3. 100% Design Drawings, Specifications, and OPCC.
4. Draft and Final review comment resolution summary provided in Microsoft Word or Excel format.
5. Draft and Final review meeting agendas and notes provided in Microsoft Word format.
6. Draft and Final Transient Analysis TM

Task 204 Permitting

Objective

HDR will provide permitting assistance for the replacement of the City's reservoirs and installation of a new booster pump station.

HDR Services

1. Confirm permitting requirements with agencies via telephone calls or email.
2. HDR will support the City by preparing draft permit applications and supporting submittal information (transmittal letters, permit application forms, submittal checklists, project narratives) with input from appropriate team members and transmit to the City for review and comment.
3. Finalize applications for submittal to the appropriate agencies.
4. Assist the City in responding to comments from agencies and jurisdictions processing the various applications (comment/response tables, transmittal letters, and revised drawings).
5. Research and prepare draft and final State Environmental Policy Act (SEPA) Environmental Checklist.

Sub-Consultant Services

Peterson Structural Engineers Services

HDR will subcontract with Peterson Structural Engineers to provide the following services:

1. A maximum of two rounds of review and response to structurally related building permit comments from the local building official.

City Responsibilities

1. The City will provide timely review of all permit-related submittals and provide consolidated review comments.
2. The City will pay all permit fees.
3. The City will submit the permit applications to the appropriate agencies.
4. The City will procure and post any notice boards and coordinate public announcements/notices required for the project.

Assumptions

1. It is assumed the following permits/approvals are to be prepared and submitted as part of this subtask:

- A. Ecology
 - i. NPDES Construction Stormwater General Permit
- B. City of Kennewick
 - i. Review Process II – Conditional Use Permit
 - ii. Building Permit
 - iii. Demolition Permit
 - iv. Right-of-Way Use Permit
- 2. A State Environmental Policy Act (SEPA) Environmental Checklist will be required; the City is lead agency for SEPA and will issue the threshold determination.
- 3. HDR will provide copies of Construction Documents (drawings and structural calculations) at the 90% design phase to the City for submission to their Building Department for review and approval. Any other approvals per permit reviews and fees will be assumed to be the responsibility of the City of Kennewick.
- 4. Follow-up coordination (e.g. responding to questions and requests for additional information after permit application submittal) will be coordinated by the Consultant Permit Lead. It is assumed that a single review cycle will be sufficient for each permit.
- 5. Response to one round of agency comments is included for the Consultant Permit Lead, Design Lead, and CAD.
- 6. Attendance at agency meetings is not included in this scope.
- 7. Cultural or historical investigations are not included in this scope.
- 8. Permits typically obtained by the contractor (electrical, plumbing, and mechanical) are not included in this scope.
- 9. Excavation or fill will be reviewed through the Building Permit application; a separate Clearing and Grading Permit is not required (KMC 18.72.010(4)).
- 10. A Conditional Use Permit is approved by the Planning Director and does not require a public hearing.
- 11. The City is exempt from Department of Health (DOH) reviews.
 - A. HDR will help the City prepare the necessary documents for a DOH review should the City elect to have them review the project.

Deliverables

- 1. Draft and final permit application submittal packages.
- 2. Draft and final responses to comments on submittal packages.
- 3. Draft and final SEPA Environmental Checklist

Task 205 Public Outreach Services

Objective

Provide public outreach services

HDR Services

1. Attend meeting with project team and the City to discuss the development of the outreach materials for the open house.
2. Coordinate and attend internal progress meetings.
3. Attend second open house.
4. Review close-out report prepared by MacKay Sposito.

Sub-Consultant Services

Peterson Structural Engineers Services

HDR will contract with Peterson Structural Engineers to provide the following services:

1. Consulting services related to structural elements of public outreach effort
2. Review of provided public outreach documents

MacKay Sposito Services

HDR will contract with MacKay Sposito to provide the following services:

1. Hold a meeting with the project team and the City to discuss the development of the outreach materials for the open house.
2. Facilitate an open house upon the completion of the 60% drawings to provide a project update. The intent is for the design team to provide visual and technical documents that better inform the public. MacKay Sposito anticipates providing simplified versions of the 60% drawings, material selections for products such as fencing, plants, building and roofs, etc. using the illustrative materials provided by MacKay Sposito, HDR, and Peterson Engineering.
3. Develop postcards and web announcement notifying both external and internal stakeholders of the open house event.
4. Assist in the facilitation of the open house meeting, develop comment cards, and sign in sheet.
5. Prepare a closeout report summarizing the open house.
6. Attend internal progress meetings leading up to the open house event.

City Responsibilities

1. Participate in a meeting to discuss the outreach materials.
2. Provide City staff at the open house meeting.
3. Host and update website for public announcements.

Assumptions

1. MacKay Sposito will attend two internal progress meetings.
2. The City will manage all outreach and messaging to the media.

Deliverables

1. Project boards, sign in sheets, comment cards, and a meeting summary of the open house activities.
2. Project flyer, text, and graphic updates for the website and social media outlets, sign in sheet, comments cards.
3. Illustrative landscape plan, two imagery boards, close out report, and updates to the stakeholder database.

Task 206 Bid Support

Objective

Under this task, HDR will answer questions during bidding, publish addenda, and attend a pre-bid meeting. The duration of this task is from initial advertising and publication of contract documents through opening and evaluation of the bids.

HDR Services

1. Respond to questions. Provide up to 32 hours of consulting time to answer questions from prospective bidders. Questions and answers will be addressed in writing only.
2. Prepare bid document addenda. Based on comments and questions received, prepare up to two addenda to clarify the documents and/or address comments made during the bid period. HDR has allocated up to 32 hours to prepare addenda.
3. Attend pre-bid meeting. Project Manager will attend pre-bid meeting to answer questions regarding the plans and specifications.
4. Bid review. Assist the City in the evaluation of bids and provide recommendation for award.

Sub-Consultant Services

Peterson Structural Engineers Services

HDR will contract with Peterson Structural Engineers to provide the following services:

1. Attendance at a pre-bid meeting (remote attendance via phone).
2. A maximum of 16 hours review and response to requests for approvals and clarifications.

MacKay Sposito Services

HDR will contract with MacKay Sposito to provide the following services:

1. Respond to questions during bidding. MacKay Sposito will provide up to 4 hours of consulting time to answer questions from prospective bidders. Questions and answers will be addressed in writing only.
2. Prepare bid document addenda. Based on comments and questions received, prepare up to two addenda to clarify the documents and/or address comments made during the bid period. MacKay Sposito has allocated up to 6 hours to prepare addenda.

City Responsibilities

1. Advertisement for bids.

2. Distribution of bid documents and addenda.
3. Maintenance of plan holders list.
4. Provide facilities for holding pre-bid meeting.

Assumptions

1. Pre-bid meeting will be non-mandatory and may include site visit.

Deliverables

1. Electronic copies of addenda to be provided to the City for distribution to bidders.
2. Written responses to bid questions from potential general contractors, in electronic format to the City.
3. Written summary of bid evaluation and recommendation for award.

Schedule

1. The estimated project schedule can be found in Attachment 1.

Fee

1. Enter fee table or include as an exhibit.

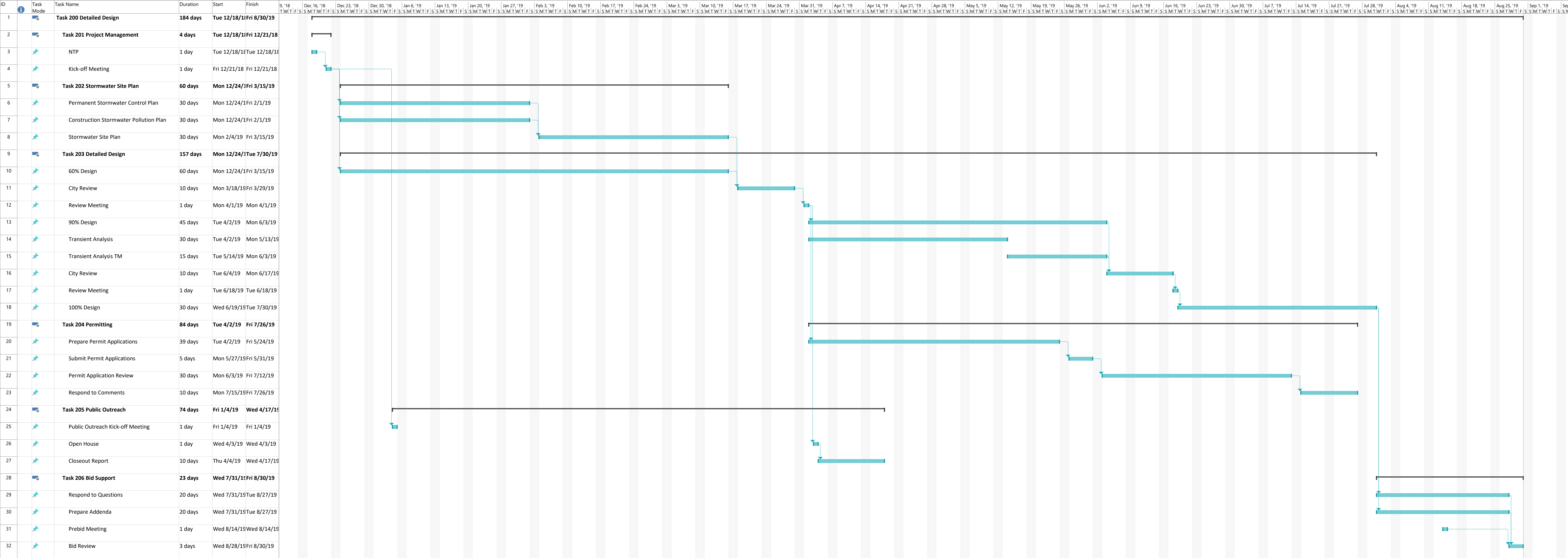
Task	Labor	Expense	Total
201 – Project Management	\$26,100	\$13,600	\$39,700
202 – Stormwater Site Plan	\$30,800	\$100	\$30,900
203 – Detailed Design	\$449,600	\$93,100	\$542,700
204 – Permitting	\$35,400	\$3,800	\$39,200
205 – Public Outreach Services	\$3,300	\$9,700	\$13,000
206 – Bid Support	\$11,300	\$5,300	\$16,600
Subtotal			\$682,100
Escalation			\$16,300
Total			\$698,400

Billing Rates by Position

Principal in Charge (PIC)	\$246.82
Project Manager (PM)	\$152.32
Quality Control Lead	\$234.11
Quality Control (Structural)	\$246.91
Project Approach Resource Review (PARR) Reviewer	\$283.81

Stormwater Lead	\$207.68
Architectural Lead	\$223.30
Structural Lead	\$210.00
Building Mechanical Lead	\$154.30
Cathodic Protection Lead	\$246.02
Electrical Lead	\$247.68
Permitting Lead	\$211.87
Technical Advisor (Pumps)	\$304.03
Technical Advisor (Pipes/Hydraulics)	\$289.47
CAD Manager	\$135.39
Project Engineer	\$132.93
Staff Engineer	\$101.76
Project Accountant	\$105.60
Project Assistant	\$71.68

Attachment 1: Schedule



Attachment 2: Drawing List

Preliminary Drawing List for the 18th & Kellogg Reservoir Replacement Project

SHEET NUMBER	SHEET TITLE
General Drawings	
00G-01	Cover Sheet, Maps & Index
00G-02	General Abbreviations
00G-03	General Notes
00G-04	General Legend
00G-05	Structural Notes
00G-06	Mechanical Legend
00G-07	Electrical Legend
00G-08	P&ID Legend
Demolition Drawings	
01X-01	Demolition Plan Phase 1
01X-02	Demolition Plan Phase 2
Civil Drawings	
01C-01	Existing Site Plan
01C-02	Site Piping Plan
01C-03	Site Grading Plan
01C-04	Grading Sections
01C-05	Temporary Erosion and Sedimentation Control Plan
01C-06	Site Drainage Plan
01C-07	Stormwater Source Controls and LID BMPs Plan
01C-08	Stormwater Detention and Treatment Facility Detail Plans
01C-09	Stormwater Detention Facilities Sections and Details
01C-10	Stormwater Treatment Facilities Sections and Details
01C-11	Temporary Erosion and Sedimentation Control Plan
01C-12	Underdrain Piping Plan
02C-01	30" Waterline Plan & Profile
02C-02	Site Piping Profiles
02C-03	Site Details 1

SHEET NUMBER	SHEET TITLE
02C-04	Site Details 2
02C-05	Underdrain Details
02C-06	Reservoir Details 1
02C-07	Reservoir Details 2
02C-08	Reservoir Details 3
02C-09	Reservoir Details 4
02C-10	Site Piping Details 1
02C-11	Site Piping Details 2
02C-12	Site Piping Details 3
02C-13	Site Piping Details 4
02C-14	Fence Details 1
02C-15	Fence Details 2
02C-16	Cathodic Protection Details
Landscape Drawings	
01L-01	Planting Plan
01L-02	Planting Plan
01L-03	Irrigation Plan
01L-04	Irrigation Plan
01L-05	Planting Schedule and Details
01L-06	Irrigation Legend and Details
Structural Drawings	
01S-01	Reservoir General Structural Notes
01S-02	Pump Station General Structural Notes
01S-03	Reservoir Quality Assurance Plan
01S-04	Pump Station Quality Control Plan & Notes
01S-05	Pump Station Quality Control Notes Continued
01S-06	Reservoir Roof And Floor And Foundation Plan
01S-07	Pump Station Roof Framing Plans & Building Sections
01S-08	Pump Station Foundation Plan, Building Section, & Structural Details

SHEET NUMBER	SHEET TITLE
01S-09	Reservoir Inlet Vault
01S-10	Reservoir Outlet Vault
01S-11	Pump Station Suction Vault
01S-12	Pump Station Metering Vault
02S-01	Reservoir Section And Column Details
02S-02	Roof Slab Reinforcing Details
02S-03	Roof Hatch And Miscellaneous Reinforcing Details
02S-04	Prestressed Wall Section And Details
02S-05	Prestressed Wall Elevation And Details
02S-06	Miscellaneous Details And Prestressing Notes
02S-07	Roof And Floor Joint Details
02S-08	Foundation And Pipe Block Details
02S-09	Interior Ladder And Roof Hatch Details
02S-10	Pump Station Structural Details
02S-11	Pump Station CMU Wall Details
02S-12	Vault Sections 1
02S-13	Vault Sections 2
02S-14	Vault Sections 3
02S-15	Vault Details 1
02S-16	Vault Details 2
02S-17	Vault Details 3
02S-18	Retaining Wall Sections
02S-19	Retaining Wall Details
Architectural Drawings	
01A-00	Code Review Plan, General Notes, Etc.
01A-01	Architectural Floor Plan
01A-02	Roof Plan
02A-01	Exterior Elevations
02A-02	Building Sections

SHEET NUMBER	SHEET TITLE
02A-03	Wall Sections
02A-04	Architectural Schedules, Door Details, Wall Types
02A-05	Architectural Details
02A-06	Architectural Details
02A-07	Architectural Details
Process Drawings	
01D-01	Pump Station Piping Plan
01D-02	Chlorination Room Piping Plan
02D-01	Pump Station Piping Sections
02D-02	Chlorination Room Piping Sections
02D-03	Reservoir Inlet Vault Piping Plan and Sections
02D-04	Reservoir Outlet Vault Piping Plan and Sections
02D-05	Pump Station Suction Vault Piping Plan and Sections
02D-06	Metering Vault Piping Plan and Sections
02D-07	Process Details 1
02D-08	Process Details 2
02D-09	Surge Protection Details
Mechanical Drawings	
01M-01	Pump Station HVAC and Plumbing Plan
02M-01	Pump Station HVAC and Plumbing Sections
02M-02	HVAC Schedules and Details
02M-03	Plumbing Details
Electrical Drawings	
01E-01	Electrical Site Plan
01E-02	Electrical Pump Station Plan
01E-03	Electrical One Line Diagram
01E-04	Electrical Pump Station Instrumentation Plan
01E-05	Electrical Pump Station Lighting and Receptacle Plan
02E-01	Electrical Equipment Elevations

SHEET NUMBER	SHEET TITLE
02E-02	Electrical Schedule 1
02E-03	Electrical Schedule 2
02E-04	Electrical Block Diagram 1
02E-05	Electrical Block Diagram 2
02E-06	Electrical Details 1
02E-07	Electrical Details 2
02E-08	Electrical Details 3
Instrumentation Drawings	
01Y-01	Reservoir #1 P&ID
01Y-02	Pump Station P&ID
01Y-03	Chemical Feed P&ID
01Y-04	Sodium Hypochlorite Generation System P&ID
01Y-05	Metering Pump P&ID
01Y-06	Chlorine Injection & Monitoring P&ID
02-Y01	Instrumentation Communications Block Diagram
02-Y02	Instrumentation LCP Layout and Elevation
02-Y03	Instrumentation LCP Power Distribution
02-Y04	Instrumentation LCP Discrete Input Wiring 1
02-Y05	Instrumentation LCP Discrete Input Wiring 2
02-Y06	Instrumentation LCP Discrete Output Wiring 1
02-Y07	Instrumentation LCP Discrete Output Wiring 2
02-Y08	Instrumentation LCP Analog Input Wiring 1
02-Y09	Instrumentation LCP Analog Input Wiring 2
02-Y10	Instrumentation LCP Analog Output Wiring 1
02-Y11	Instrumentation Typical Flow Metering and Metering Pump Wiring
02-Y12	Instrumentation Analyzers
02-Y13	Instrumentation Process and Instrumentation Details

Attachment 3: Specification List

Preliminary Specification List for 18th and Kellogg Reservoir Replacement Project

Spec #	CSI #	Name
1.		City of Kennewick Standard Upfront Sections
2.		Invitation to Bid
3.		Project Location Map
4.		Proposal
5.		Contract Documents
6.		Information to Bidders
7.		Special Provisions
8.		Wage Rates
9.		Supplemental to Wage Rates
10.		Division 1 – General Requirements
11.	01 07 33	Disinfection of Facilities
12.	01 11 00	Summary of Work
13.	01 11 20	Job Conditions
14.	01 22 00	Measurement and Payment
15.	01 25 13	Product Substitutions
16.	01 26 13	Requests for Information
17.	01 29 73	Schedule of Values
18.	01 30 00	Special Conditions
19.	01 32 17	Construction Progress Schedule
20.	01 33 00	Submittals
21.	01 33 04	Operation and Maintenance Manuals
22.	01 35 05	Environmental Protection and Special Controls
23.	01 45 33	Special Inspections and Testing Program
24.	01 61 03	Equipment: Basic Requirements

Spec #	CSI #	Name
25.	01 61 05	Major Equipment Suppliers
26.	01 65 50	Product Delivery, Storage, and Handling
27.	01 73 20	Openings and Penetrations in Construction
28.	01 73 29	Demolition, Cutting and Patching
29.	01 74 13	Cleaning
30.	01 75 00	System Startup
31.	01 81 10	Wind and Seismic Design Criteria
32.	Division 3 - Concrete	
33.	03 15 10	Expansion and Construction Joints
34.	03 15 12	Tank Wall Base and Top Joint
35.	03 15 20	Earthquake Cables
36.	03 21 00	Reinforcing Steel
37.	03 30 00	Cast-In-Place Concrete
38.	03 30 10	Cold Weather Concrete Procedures
39.	03 30 20	Hot Weather Concrete Procedures
40.	03 60 00	Grouting
41.	03 64 23	Epoxy Adhesive Injections
42.	Division 4 - Masonry	
43.	40 01 20	Masonry Cleaning
44.	04 05 13	Masonry Mortar and Grout
45.	04 05 23	Masonry Accessories
46.	04 05 50	Hot and Cold Weather Masonry Construction
47.	04 22 00	Concrete Masonry
48.	Division 5 – Metals	

Spec #	CSI #	Name
49.	05 50 00	Metal Fabrications
50.	05 52 02	Aluminum Railings
51.	Division 6 – Wood, Plastics, and Composites	
52.	06 10 00	Rough Carpentry
53.	06 17 53	Shop-Fabricated Wood Trusses
54.	Division 7 – Thermal and Moisture Protection	
55.	07 19 00	Liquid Water Repellent
56.	07 21 00	Building Insulation
57.	07 26 00	Under Slab Vapor Retarder
58.	07 61 13	Metal Roofing
59.	07 62 00	Flashing and Sheet Metal
60.	07 72 33	Roof Hatches
61.	07 92 00	Joint Sealants
62.	Division 8 - Openings	
63.	08 11 00	Hollow Metal Doors and Frames
64.	08 31 00	Access Doors
65.	08 33 23	Steel Rolling Overhead Doors
66.	08 70 00	Finish Hardware
67.	08 81 00	Glass and Glazing
68.	08 90 00	Louvers and Vents
69.	DIVISION 9 - FINISHES	
70.	09 72 16	Vinyl Wall Covering
71.	09 91 10	Architectural Painting
72.	09 96 00	High Performance Industrial Coatings

Spec #	CSI #	Name
73.	DIVISION 10 - SPECIALTIES	
74.	10 14 00	Identification devices
75.	10 14 23	Signage
76.	10 44 33	Fire Protection Specialties
77.	Division 22 - Plumbing	
78.	22 20 00	Plumbing Fixtures and Equipment
79.	Division 23 – Heating, Ventilating, and Air-Conditioning (HVAC)	
80.	23 05 48	Vibration and Seismic Controls for HVAC Piping and Equipment
81.	23 05 93	HVAC Systems: Balancing and Testing
82.	23 09 00	Instrumentation and Control for HVAC Systems
83.	23 31 00	HVAC - Ductwork
84.	23 34 00	HVAC - Fans
85.	23 80 00	HVAC - Equipment
86.	DIVISION 26 – ELECTRICAL	
87.	26 05 00	Electrical – Basic Requirements
88.	26 05 19	Wire and Cable – 600 Volts and Below
89.	26 05 26	Grounding and Bonding
90.	26 05 33	Raceways and Boxes
91.	26 05 43	Electrical – Exterior Underground
92.	26 05 48	Seismic Restraint Systems
93.	26 05 74	Short Circuit and Coordination Study, and Arc Flash Report
94.	26 08 13	Acceptance Testing
95.	26 09 13	Electrical Metering Devices
96.	26 09 16	Control Equipment Accessories

Spec #	CSI #	Name
97.	26 22 13	Dry-type Transformers
98.	26 24 16	Panelboards
99.	26 24 19	Motor Control Equipment
100.	26 27 26	Wiring Devices
101.	26 28 00	Overcurrent and Short Circuit Protective Devices
102.	26 28 16	Safety Switches
103.	26 28 17	Separately Mounted Circuit Breakers
104.	26 29 13	Reduced Voltage Solid State Starters – Low Voltage
105.	26 36 00	Transfer Switches
106.	26 43 13	Low Voltage Surge Protection Devices (SPD)
107.	26 50 00	Interior and Exterior Lighting
108.	Division 27 - Communications	
109.	27 10 00	Structured Cabling
110.	Division 28 – Electronic Safety and Security	
111.	28 10 00	Intrusion Detection
112.	28 31 00	Fire Alarm System
113.	Division 31 - Earthwork	
114.	31 10 00	Site Clearing
115.	31 22 00	Site Grading
116.	31 23 00	Earthwork
117.	31 23 10	Excavation and Backfill
118.	31 23 33	Trenching, Backfilling, and Compaction for Utilities
119.	31 25 00	Soil Erosion and Sediment Control
120.	Division 32 – Exterior Improvements	

Spec #	CSI #	Name
121.	32 12 16	Asphaltic Concrete Vehicular Paving
122.	32 16 13	Concrete Curb and Gutter
123.	32 16 23	Concrete Sidewalk and Steps
124.	32 31 13	Chain Link Fence and Gates
125.	32 84 00	Planting Irrigation System
126.	32 84 00	Soil Preparation
127.	32 92 00	Turf and Grasses
128.	Division 33 – Utilities	
129.	33 05 16	Precast Concrete Manhole Structures
130.	33 16 10	Pre Stressed Concrete Reservoir
131.	Division 40 – Process Interconnections	
132.	40 05 00	Pipe and Pipe Fittings: Basic Requirements
133.	40 05 07	Pipe Support Systems
134.	40 05 17	Pipe: Copper
135.	40 05 19	Pipe: Ductile
136.	40 05 31	Pipe: Plastic
137.	40 05 51	Valves: Basic Requirements
138.	40 05 52	Miscellaneous Valves
139.	40 05 63	Ball Valves
140.	40 05 64	Butterfly Valves
141.	40 05 66	Check Valves
142.	40 42 00	Pipe, Duct, and Equipment Insulation
143.	40 61 13	Process Control Systems General Requirements
144.	40 61 43	Surge Protection Devices (SPD) for Instrumentation and Control Equipment

Spec #	CSI #	Name
145.	40 63 43	Programmable Logic Controller (PLC) Control System
146.	40 67 00	Control System Equipment Panels and Racks
147.	40 71 00	Flow Instrumentation
148.	40 72 00	Level Instrumentation
149.	40 73 00	Pressure Instrumentation
150.	40 75 00	Process Liquid Analytical Measurement
151.	40 90 00	Instrumentation for Process Control: Basic Requirements
152.	40 90 05	Control Loop Descriptions
153.	40 91 10	Primary Meters and Transmitters
154.	40 97 00	Control Auxiliaries
155.	40 98 00	Control Panels and Enclosures
156.	Division 43 – Process Gas and Liquid Handling, Purification, and Storage Equipment	
157.	43 21 00	Pumping Equipment: Basic Requirements
158.	43 24 27	Pumping Equipment: Vertical Turbine (Line Shaft)
159.	43 41 43	Polyethylene Chemical Tanks
160.	43 42 00	Pressurized Tank
161.	Division 46 – Water and Wastewater Equipment	
162.	46 33 11	Chemical Feed: Liquid Systems
163.	46 41 00	Mixers
164.	46 61 27	On-Site Sodium Hypochlorite Generation Equipment



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, is made between the City of Kennewick, PO Box 6108, 210 W. 6th Ave., Kennewick, Washington, (hereinafter referred to as the "City"), and HDR Engineering, Inc, 2805 St. Andrews Loop Suite A, Pasco, WA 99301 (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK AND AGREEMENT CONTENTS

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide engineering services for the preliminary design of 18th & Kellogg Reservoir Replacement project.
- b) This Agreement consists of this Agreement, and other documents listed below issued prior to the execution of this agreement and all modifications and change orders issued subsequent thereto. These form the entire agreement and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) This Agreement No. P-1810 between the City and Consultant.
 - (ii) Exhibit A: Scope of Work with Schedule

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Kennewick representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement in accordance with the schedule included in Exhibit A.

4) PAYMENT

- a) The City shall pay the Consultant an amount not to exceed Three Hundred Twenty-Seven Thousand Three Hundred Dollars (\$327,300.00) to complete the services rendered under this Agreement. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work (Exhibit A).
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

- a) The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third

party as a consequence of any negligent act or omission on the part of the Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

- a) All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement, shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this contract is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

9) DEBARMENT CERTIFICATION

- a) The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further,

the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

10) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

- a) In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

11) ATTORNEY'S FEES

- a) The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

12) INSURANCE

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
 - c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
 - d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
 - f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited to, the additional insured endorsement.
 - g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
 - h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- 13) **INDEMNIFICATION / HOLD HARMLESS**
- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent or wrongful acts, errors or omissions of the Consultant or the Consultant's employees or agents in

performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

14) STANDARD OF CARE

- a) The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

15) SUCCESSORS OR ASSIGNS

- a) All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

16) EQUAL OPPORTUNITY AGREEMENT

- a) The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

17) PARTIAL INVALIDITY

- a) Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

18) AMENDMENTS

- a) All amendments must be in writing and be approved and signed by both parties.

19) CHANGE IN LAW

- a) The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen

(14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

20) CONFIDENTIALITY

- a) In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose confidential information except as permitted by this Agreement; ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

21) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any negligent errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

22) EXTRA WORK

- a) The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

23) PUBLIC DISCLOSURE

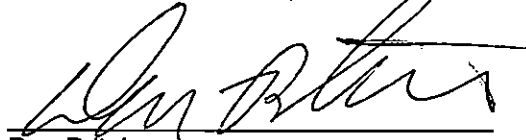
- a) The parties to this Agreement understand and acknowledge that the City is subject to the Public Records Act, RCW 42.56 et seq. If the City receives a public records request for this agreement and/or for documents and/or materials provided to the City under this agreement, generally such information will be a public record and must be disclosed to the

public records requester. However, the City agrees to notify the Consultant if it receives such a public records request and the date the City plans to release the records. If the Consultant fails to obtain a protective order from the applicable court prior to the time the City releases the records to the public records requester, the Consultant shall be deemed to have given the City full authority to release the records on the date specified, and the Consultant understands it has thereby given up all rights to challenge the disclosure in any forum.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile or other electronic means and those signatures shall be treated as original signatures for all applicable purposes. The person signing this Agreement for Consultant represents that he or she has full and proper authority to do so and to bind the party which they are representing. This Agreement will become binding on the date of last execution hereon:

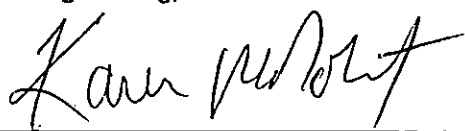
EXECUTED THIS 1st day of may, 2018.

CITY OF KENNEWICK, WASHINGTON



Don Britain
Mayor

HDR Engineering, Inc

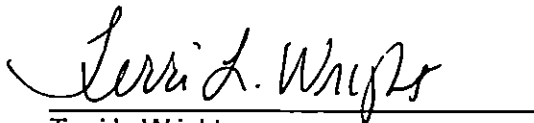


Karen Doherty
Sr. Vice President

929 108th Avenue, Suite 1300
Bellevue, WA 98004-4361

Phone: (425) 450-6200
Fax: (425) 453-7107

ATTEST:



Terri L. Wright
City Clerk

APPROVED AS TO FORM:



Lisa Beaton
City Attorney

Contract No. P-1810

EXHIBIT A: Detailed Scope of Work

18th & Kellogg Reservoir Replacement Task 100 – Preliminary Design

Scope of Services

April 2018



**2805 St Andrews Loop
Suite A
Pasco, WA 99301
(509) 546-2040**

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EXHIBIT A

SCOPE OF SERVICES

Background

1. The City of Kennewick (City) is planning to replace the existing Zone 2 18th and Kellogg Reservoirs with two new pre-stressed concrete tanks. The existing facility includes a 10 million gallon (MG) pre-stressed concrete reservoir that was built in 1959, a 0.5 MG steel tank that was built prior to 1959, and a booster pump station that was built in 2003. Additional City objectives for this project include:

- Install a new booster pump station at the 18th & Kellogg site dedicated to the Zone 3 Kansas Reservoir.
- Improve access to the facility for City personnel.
- Improve the layout of onsite piping.
- Maximize the volume for the new storage tanks.
- Confirm the capacity and operating characteristics of the overflow and drain system.
- Improve the chemical feed system by moving the injection point from the pump discharge pipe to the pump suction pipe.
- Maintain aesthetics and provide community outreach.

2. The City intends to utilize consultant engineering services to perform the project in the following four task execution approach:

- Task 100 – Preliminary Engineering
- Task 200 – Detailed Design
- Task 300 – Bid Support
- Task 400 – Construction Support Services

3. This scope describes the first (Task 100) of those four tasks, as provided by their consulting engineer (HDR). The subsequent tasks will be scoped in separate contract amendments at the discretion of the City

General Scope

1. HDR will provide professional services to the City to meet the overall objectives described above. Specifically, HDR will perform engineering and design series to achieve Task 100 preliminary design documents for the replacement of the City's reservoirs and installation of a new booster pump station.

General Assumptions

1. The following general assumptions are common to all tasks under this scope of work unless stated otherwise:

- City staff will review and submit one set of consolidated and reconciled comments on all submittals transmitted by HDR within two weeks of the date of transmittal.

- Unless noted otherwise, all submittals identified in the following task descriptions will be electronic submittals in PDF format transmitted via email with larger documents requiring downloading using HDR's Slingshot email attachment handling software.

Scope of Services

Task 100 Preliminary Design

Objective

1. Under this task HDR will provide project management services, a site survey, a geotechnical investigation, an evaluation of tank volume, an evaluation of supply pipe hydraulics, an evaluation of pump types, public outreach services, and a basis of design report. HDR will subcontract the surveying to Rogers Surveying, the geotechnical investigation to Shannon & Wilson, the structural design of the new tanks and pump station to Peterson Structural Engineers, and the public outreach services to MacKay Sposito.

Task 101 Project Management

Objective

1. The purpose of this task is to monitor, control and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

HDR Services

1. Prepare a Project Management Plan (Project Guide) outlining the project scope, team organization, schedule, and communications information.
2. Coordinate and manage the project team.
3. Subcontract with and manage project subconsultants.
4. Prepare monthly status reports describing the following:
 - A. Services completed during the month
 - B. Services planned for the next month
 - C. Needs for additional information
 - D. Scope/schedule/budget issues
 - E. Schedule update and financial status summary
5. Prepare monthly invoices formatted in accordance with contract terms.
6. HDR shall conduct a Kick-off Meeting with City staff. The Kick-off Meeting will introduce project team members, define lines of communication, review project background and scope, present baseline schedule, and identify critical issues related to the Project.
7. Project Manager will attend monthly project management meetings with the client Project Manager to review project scope, schedule, and budget issues.

City Responsibilities

1. Attend project management meetings.

2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.

Assumptions

1. The Task 100 duration will be 5 months.
2. HDR key staff will attend the kick-off meeting. HDR team members not local to the area will attend via teleconference.
3. The kick-off meeting will be used to identify internal and external stakeholders for the public outreach services.
4. One project management meeting will be held per month with 3 hours of project manager time will be required for each meeting preparation, attendance, follow-up, and notes.
5. Invoices will be HDR standard invoice format.

Deliverables

1. Project Management Plan (Project Guide) (PDF file).
2. Kickoff meeting agenda and minutes.
3. Monthly reports and invoices (e-mailed PDF)
4. Monthly project schedule and budget updates.
5. Project management meeting agenda and notes (e-mailed PDF files).

Task 102 Field Investigations

Objective

1. Provide the necessary topographic survey and geotechnical engineering services.

Sub-Consultant Services

1. Rogers Survey Services

HDR will contract with Rogers Survey to provide the following services:

1. Establish vertical and horizontal survey control points for use in the topographic surveys, construction surveys, and for use in preparing any legal descriptions. The points will be based upon the City of Kennewick's horizontal and vertical datum.
2. Survey controlling cadastral corners as needed to facilitate any legal descriptions required.
3. Perform topographic surveys of the 18th & Kellogg project site. The survey area will cover the property owned by the City of Kennewick, Irving Street, and the adjacent park. Survey will include:
 - A. Site topography
 - B. Contours at 1 foot intervals
 - C. Centerline and edge of pavements including curb, gutter, and sidewalks
 - D. Sewer manhole inverts and rims
 - E. Waterlines with elevation of the tops of valve nuts and location of valve boxes

- F. Drainage ditches channels and structures.
 - G. Existing utilities such as natural gas, power, fiber optics, etc.
 - H. Elevations at the top of the existing concrete and steel tanks
 - I. Any other relevant utilities or features.
4. Survey horizontal and vertical location data on the borings drilled by the geotechnical sub consultant.

2. Shannon & Wilson Services

HDR will contract with Shannon & Wilson to provide the following services:

1. Collect and compile data readily available published geotechnical and hydrogeologic reports, water well reports and groundwater monitoring data for the project area.
2. Contact the 811 utility locate service to have the locations of utilities owned by organizations that subscribe to One-Call service identified and marked prior to explorations being performed.
3. Perform up to 5 drilled borings to depths between 30 and 125 feet below existing grades. Perform standard penetration test and collect samples at 5 foot intervals for the first 20 feet, at 2.5 foot intervals between 20 and 40 feet and at 5 foot intervals below 40 feet.
4. Backfill borings in accordance with Department of Ecology requirements.
5. Select samples from the borings will be tested in a laboratory. Testing may include: Moisture content and grain size analysis.
6. Prepare a geotechnical engineering report summarizing observations, exploration, bearing capacity, engineering analysis and design/construction recommendations.
7. Meet with HDR and City representatives to discuss findings and recommendations.

City Responsibilities

1. Notification of public as to upcoming geotechnical investigation activities, and responding to issues with neighbors, if required. City will provide direction on how and when public notification will occur in consultation with MacKay Sposito.
2. Provide HDR and sub-consultants access to site.

Assumptions

1. Spoils from drilling will be disposed of on-site.

Deliverables

1. Survey data will be provided in AutoCAD Civil 3D 2017 format.
2. Legal descriptions will be provided in electronic format, e.g., PDF.
3. Draft and final geotechnical engineering report.

Task 103 Pump Evaluation

Objective

1. HDR will compare horizontal split case pumps with vertical turbine pumps by performing a life cycle cost analysis for each pump type.

HDR Services

1. Collect information and data on horizontal split case pumps and vertical turbine pumps from pump manufacturers.
2. Perform a life cycle cost analysis for horizontal split case pumps and vertical turbine pumps.
3. Produce a technical memorandum summarizing the life cycle cost analysis and recommending a preferred pump type. This will be submitted as a draft which will be modified based on City comments.

City Responsibilities

1. Provide comments/edits to draft technical memorandum in a single consolidated document (preferably in "mark-up and strikethrough" mode).

Assumptions

1. Pumps will use standard soft starters with pump control modules.

Deliverables

1. Draft technical memorandum in Microsoft Word format in "track changes" mode.
2. Final technical memorandum

Task 104 Hydraulic Evaluation

Objective

1. HDR will evaluate the hydraulics of the existing supply piping to understand why the current pumps cannot draw the full capacity of the existing tank and develop solutions to increase the effective storage volume available at this site.

HDR Services

1. Conduct investigation and evaluation of existing supply piping.
2. Develop design solutions to increase effective storage volume available.
3. Produce a technical memorandum describing the hydraulic issue and recommending a preferred solution. This will be submitted as a draft which will be modified based on City comments.

Sub-Consultant Services

1. Peterson Structural Engineers Services

HDR will contract with Peterson Structural Engineers to provide the following services:

1. Consulting services related to structural reservoir effects of hydraulic solutions.

City Responsibilities

1. Provide requested information, when available, on a timely basis (as agreed to at time of request)
2. Provide comments/edits to draft technical memorandum in a single consolidated document (preferably in "mark-up and strikethrough" mode).

Assumptions

1. Hydraulic evaluation will only look at solutions for a hydraulic high point in the supply pipe.

Deliverables

1. Draft technical memorandum in Microsoft Word format in "track changes" mode.
2. Final technical memorandum

Task 105 Tank Evaluation

Objective

1. HDR will evaluate the following tank alternatives and prepare a present worth analysis for all two options.
 - Build a 6 MG tank now and a 4 MG tank later
 - Build a 5 MG tank now and a 5 MG tank later

The present worth analysis will consider:

- Time gained before the second tank needs to be built by building the larger tank first
- Earthwork savings in building the smaller tank first
- Baseline cost of building two tanks now

HDR Services

1. Locate 5MG and 6MG tanks on site and determine excavation required for each.
2. With the assistance of the City, HDR will investigate current and future water demands to determine when the second 4 MG or 5 MG tank would need to be built.
3. Prepare a present worth analysis for the three options described above.
4. Produce a technical memorandum describing the present worth analysis and recommending a preferred option. This will be submitted as a draft which will be modified based on City comments.

Sub-Consultant Services

1. Peterson Structural Engineers Services

HDR will contract with Peterson Structural Engineers to provide the following services:

1. Consulting services related to reservoir geometry/volume options
2. Develop preliminary design options for reservoir siting
3. Generation of preliminary structural drawings for design options.

City Responsibilities

1. Provide requested information, when available, on a timely basis (as agreed to at time of request)
2. Provide comments/edits to draft technical memorandum in a single consolidated document (preferably in “mark-up and strikethrough” mode).

Assumptions

1. Peterson Structural Engineers will develop up to two preliminary reservoir siting designs.

Deliverables

1. Draft technical memorandum in Microsoft Word format in “track changes” mode.
2. Final technical memorandum

Task 106 Public Outreach Services

Objective

1. Provide public outreach services

HDR Services

1. Attend internal development meeting, public outreach kick-off meeting, stakeholder meeting, and open house event.
2. Review public outreach documents.

Sub-Consultant Services

1. Peterson Structural Engineers Services

HDR will contract with Peterson Structural Engineers to provide the following services:

1. Consulting services related to structural elements of public outreach effort.
2. Review of provided public outreach documents.

2. MacKay Sposito Services

HDR will contract with MacKay Sposito to provide the following services:

1. Hold an internal meeting with the project team to discuss the development of the initial outreach materials for adjacent property stakeholders.
2. Conduct a public outreach kick-off meeting with the City to discuss the development of the initial outreach materials for adjacent property stakeholders.
3. Facilitate a stakeholder meeting with the HOA to introduce the team and City staff, review the project impacts and schedule, and establish points of contact for both the HOA and design team.

4. Provide the following services for an open house event:
 - A. Develop a series of before and after graphics showing the buffering options and park impacts due to the reservoir improvements. This will include two imagery boards that will provide supporting material for the public's consumption.
 - B. Assist in the facilitation of the open house meeting, comment cards, and sign in sheet. The open house will present the 30% design. Graphics will be developed for promotional purposes.
 - C. Prepare a closeout report and provide a final stakeholder database.
5. Attend internal progress meetings.

City Responsibilities

1. Provide City staff at the stakeholder meeting
2. Provide City staff at open house meeting
3. Develop postcard that will notify both external and internal stakeholders of the upcoming open house.

Assumptions

1. Two HDR team members will attend the initial public outreach kick-off meeting with the City.
2. MacKay Sposito will work with the City to identify the stakeholder meeting location and coordinate all activities
3. MacKay Sposito will attend up to four internal progress meetings.

Deliverables

1. Meeting notes for initial public outreach kick-off meeting
2. Project board, sign-in sheets, comment cards, and a meeting summary for the stakeholder meeting.
3. Project flyer, text and graphic updates for the website and social media outlets, sign in sheets, comment cards and a meeting summary for the open house meeting.
4. Illustrative landscape plan
5. Two to three typical elevations showing the visual impacts of the reservoirs
6. Two imagery boards
7. Close out report and stakeholder database

Task 107 Basis of Design Report and 30% Design

Objective

Under this task, HDR shall review past documentation regarding the 18th and Kellogg facility (which includes existing pump station and reservoirs) and will complete a Basis of Design Report (BODR) to document the design guidelines which will be used to move forward with detailed design.

HDR Services

1. Collect, review, and list reference documents in preparation for the BODR. At a minimum HDR expects to utilize the following reference documents
 - A. City of Kennewick Water Comprehensive Plan
 - B. City of Kennewick 18th/Kellogg and 28th/Irving Booster Station Upgrades Contract Drawings
 - C. City of Kennewick New Roof Slab and Modifications for 10 Million Gallon Reservoir As-Built Drawings
 - D. City of Kennewick Topography of 500,000 Gal Reservoir Site
 - E. City of Kennewick Piping Details for 10,000,000 Gal Reservoir
 - F. Creekstone Residential Subdivision Community Association Drainage Improvement Drawings
 - G. Improvement Plans for Creekstone Construction Phases 13 & 14
 - H. Plat and Easement Information.
2. Research the location of utilities within the affected areas of the project site based on existing available utility maps. Buried utility maps will be requested from local utility agencies and 811 information (if available) will be used to double check the utility maps provided.
3. Develop a Class 4 Opinion of Probable Construction Cost (OPCC). The OPCC shall be prepared in accordance with the guidelines of AACE International.
4. Prepare a draft and final Basis of Design Report. At a minimum it is expected that the BODR will contain the following sections:
 - A. Introduction
 - B. Site Layout
 - i. Construction and Demolition Phasing
 - ii. Preliminary Site Plan
 - iii. Preliminary Site Grading
 - C. Civil/Mechanical Design
 - i. Codes and Standards
 - ii. Reservoir Design
 - 1) High and Low Water Levels
 - 2) Inlet and Outlet Pipes
 - 3) Overflow
 - 4) Underdrain System
 - 5) Reservoir Mixing
 - 6) Reservoir Appurtenances
 - iii. Pump Station Design
 - 1) Pump Selection
 - 2) Pump Station Layout
 - 3) Pump Suction Piping
 - 4) Pump Discharge Piping
 - 5) Pump Suction Equipment

- 6) Pump Discharge Equipment
 - 7) Flow Metering
- iv. Offsite Improvements
- D. Architectural Design Criteria
 - i. Codes and Standards
 - ii. Pump Station Plan and Exterior Elevations
- E. Structural Design Criteria
 - i. Codes and Standards
 - ii. Reservoir Design
 - 1) Reservoir Geometry
 - 2) Foundation Design Considerations
 - 3) Preliminary Seismic Sloss
 - 4) Column Layout and Grid Orientation
 - 5) Siting and Constructability
 - iii. Pump Station Design
 - 1) Pump Station Framing System
 - 2) Preliminary Geometry and Configuration
 - 3) Siting and Constructability
- F. Mechanical Building Design Criteria
 - i. Codes and Standards
 - ii. Pump Building Design Requirements
 - iii. Plumbing Design
 - iv. HVAC
- G. Electrical Design Criteria
 - i. Codes and Standards
- H. Instrumentation and Control Design Criteria
 - i. Codes and Standards
 - ii. Control Strategy
- I. Landscape Design Criteria
 - i. Landscape Approach
 - ii. Landscape Plan
- J. Acoustic Design Criteria
 - i. Codes and Standards
 - ii. Noise Mitigation Strategies
- K. Opinion of Probable Construction Cost
- 5. Prepare 30% level design drawings to be included with the BODR including but not limited to the following:
 - A. Existing Site Plan
 - B. Demolition Plan
 - C. Site Plan

- D. Grading Plan
 - E. Site Section 1
 - F. Site Section 2
 - G. Pump Building Piping Plan
 - H. Pump Building Sections
 - I. Pump Building HVAC Floor Plan
 - J. Pump Building HVAC Schedule
 - K. Pump Building Plumbing Floor Plan
 - L. Pump Building Architectural Floor and Roof Plans
 - M. Electrical Site Plan
 - N. Pump Station Electrical Plan
 - O. Electrical One Line Diagram
 - P. Reservoirs P&ID
 - Q. Pump Station P&ID
 - R. Chemical Feed System P&ID
 - S. Miscellaneous P&ID
6. HDR shall conduct bi-weekly internal progress meetings with the project team in order to coordinate information and provide progress updates between disciplines.

Sub-Consultant Services

1. Peterson Structural Engineers Services

HDR will contract with Peterson Structural Engineers to provide the following services:

- 1. Review of all provided historic project data, reports and drawings
- 2. Assimilation of all project information from structural and civil design efforts
- 3. Assist in the generation of the OPCC for the structural elements of the project
- 4. Generation of BODR text for the structural elements of the project for team review

2. MacKay Sposito Services

HDR will contract with MacKay Sposito to provide the following services:

- 1. Develop landscape design criteria that will include proposed landscape and irrigation approach and improvements to the impacted park area.
- 2. Develop a 30% level landscape and irrigation plan.
- 3. Assist in the generation of the OPCC for the landscape elements of this project

City Responsibilities

- 1. Provide requested reference documents and information on a timely basis including but not limited to the following:
 - A. City of Kennewick Water Comprehensive Plan

- B. City of Kennewick 18th/Kellogg and 28th/Irving Booster Station Upgrades Contract Drawings
 - C. City of Kennewick New Roof Slab and Modifications for 10 Million Gallon Reservoir As-Built Drawings
 - D. City of Kennewick Topography of 500,000 Gal Reservoir Site
 - E. City of Kennewick Piping Details for 10,000,000 Gal Reservoir
 - F. Creekstone Residential Subdivision Community Association Drainage Improvement Drawings
 - G. Improvement Plans for Creekstone Construction Phases 13 & 14
 - H. Plat and Easement Information.
 - I. City standards for Electrical and I&C equipment.
 - J. SCADA standards.
 - K. List of preferred equipment suppliers including any associate sole-source justification.
 - L. Nameplate data for existing equipment and instrumentation.
 - M. Record drawings for similar City facilities (reservoirs and pump stations).
 - N. Operation and Maintenance Manuals for similar City facilities (reservoirs and pump stations).
 - O. Record drawings for control panels for similar City facilities (reservoirs and pump stations).
- 2. Review BODR and provide consolidated and adjudicated review comments
 - 3. Provide pump operating and design criteria.
 - 4. Provide recommendations for surge protection.
 - 5. Coordinate pump station design with RH2 in order to verify conformance with their surge protection recommendations.

Assumptions

- 1. BODR will include a draft report for internal review, a draft report for City review and a final report for the City.
- 2. Landscape design criteria will be based on information gathered during the public outreach and conversations with the City
- 3. All drawings will be prepared in digital format on AutoCAD Civil 3D 2018
- 4. Up to ten internal progress meetings will be held with the project team.
- 5. Transient analyses for the Booster Pump Station will be performed by others under a separate contract. HDR will rely on the City for this analyses and will implement the City's recommendations.

Deliverables

- 1. Draft and final BODR

Schedule

1. The estimated project schedule is attached

Fee

1. Enter fee table or include as an exhibit.

Task	Labor	Expense	Total
101 – Project Management	\$20,400	\$7,800	\$28,200
102 – Field Investigations	\$3,600	\$83,400	\$87,000
103 – Pump Evaluation	\$12,800	\$100	\$12,900
104 – Hydraulic Evaluation	\$12,800	\$1,500	\$14,400
105 – Tank Evaluation	\$19,900	\$12,100	\$31,900
106 – Public Outreach	\$2,700	\$17,300	\$20,000
107 – BODR and 30% Design	\$103,200	\$29,700	\$132,900
Task 100 Total	\$175,400	\$151,900	\$327,300

Billing Rates by Position

Position	2018
Principal in charge	\$246.82
Project Manager	\$147.94
QC Lead	\$234.11
QC Structural	\$246.91
QC Electrical	\$247.68
QC Building Mechanical	\$183.14
PARR Reviewer	\$283.81
Technical Advisor Cathodic Protection	\$246.02
Pipes and Hydraulics Lead	\$236.48
I&C and Electrical Lead	\$191.10
Building Mechanical Lead	\$154.30
Architectural Lead	\$223.30
CAD Manager	\$112.26
CAD Technician (Senior)	\$119.17
CAD Technician	\$71.36
Project Accountant	\$117.73
Administrative Assistant	\$71.68

Council Agenda Coversheet 	Agenda Item Number	3.I.	Council Date	12/18/2018	Consent Agenda	☒	
	Agenda Item Type	Contract/Agreement/Lease				Ordinance/Reso	☐
	Subject	NW HIDTA Fiduciary Agreements				Public Mtg / Hrg	☐
	Ordinance/Reso #		Contract #		Other	☐	
	Project #		Permit #		Quasi-Judicial	☐	
	Department	Finance					

Recommendation

That City Council authorize the City Manager to sign service agreements with the Northwest High Intensity Drug Trafficking Area (HIDTA) Director, Deputy Director, and Fiscal Officer as the Fiduciary for the Northwest HIDTA program.

Motion for Consideration

I move to authorize the City Manager to sign service agreements with the Northwest HIDTA Director, Deputy Director, and Fiscal Officer as the Fiduciary for the Northwest HIDTA program.

Summary

The City of Kennewick Police Department partners with several local, state, and federal agencies to meet its mission of keeping our community safe. As the administrative lead for the Tri-City Metro Drug Task Force, the City has partnered with the Northwest HIDTA group to reduce drug trafficking and production as well as drug-related violent crimes in our region. Early in 2018, the City was asked to serve as the Fiduciary for Northwest HIDTA for 2019-2020, which provided a unique opportunity to enhance the partnership already in place with this group and expand future funding opportunities for the City and the Metro Drug Task Force. In July of 2018, City Council authorized the City Manager to submit an application to become the Fiduciary for the Northwest HIDTA program, which was subsequently approved.

As the Fiduciary for the Northwest HIDTA program, the City's responsibilities primarily consist of minor administrative duties, including required monthly and quarterly reporting to the federal government and acting as a pass-through for federal funds paid to the program's contracted staff. As part of its administrative duties, the City is required to enter into separate agreements with the program's Director, Deputy Director, and Fiscal Officer. In addition to standard contract terms, these agreements include a scope of services to be performed by each position, as well as the compensation each position will receive.

Alternatives

None recommended.

Fiscal Impact

The proposed agreements do not have a net fiscal impact to the City of Kennewick. All compensation and reimbursements authorized under the agreements will be reimbursed to the City through a federal HIDTA grant. Although the City will incur minor costs associated with performing its administrative duties as the Fiduciary for the Northwest HIDTA program that will not be eligible for reimbursement, those costs are expected to be minimal.

Through		Attachments: HIDTA Fiscal Officer Agreement HIDTA Deputy Director Agreement HIDTA Director Agreement
Dept Head Approval	Dan Legard Dec 12, 16:36:21 GMT-0800 2018	
City Mgr Approval	Marie Mosley Dec 13, 19:57:23 GMT-0800 2018	

☐ **Recording Required?**

CONTRACTOR: Penny S. Sedam
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Fiscal Officer
AMOUNT: \$93,388
FUND SOURCE: High Intensity Drug Trafficking Area (HIDTA) Grant 130 5253012944101
DURATION: January 1, 2019 through December 31, 2019

AGREEMENT FOR NORTHWEST HIDTA FISCAL OFFICER SERVICES

THIS Agreement for Northwest HIDTA Fiscal Officer Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for the Northwest High Intensity Drug Trafficking Area (the “City”), and PENNY S. SEDAM, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACTOR RESPONSIBILITIES.

Contractor agrees to perform the services of the Fiscal Officer of the Northwest High Intensity Drug Trafficking Area (“HIDTA”), as directed by the Northwest HIDTA Executive Director (“Director”) including, but not limited to, the following services:

- 1.1 Establish and/or revise and maintain operating policies and procedures for management of funds;
- 1.2 Prepare annual budget estimates and coordinate budget submissions to the Director, Northwest HIDTA Executive Board (“HIDTA Executive Board”) and to the Office of National Drug Control Policy (“ONDCP”);
- 1.3 Disseminate guidelines and instruction material for preparation of budget submission and program objectives;
- 1.4 Provide technical assistance for developing budget submissions and funding estimates;
- 1.5 Provide guidance to HIDTA fiduciaries on the reporting and reimbursement procedures and Federal Financial Reporting requirements;
- 1.6 Review, analyze, and provide recommendations on requests from agencies and task forces for reprogramming and funding allocations;

- 1.7 Interpret, revise and provide instructions for preparing and presenting budget proposals, budget forecasts, funding status and expenditure reports for all Northwest HIDTA initiatives;
- 1.8 Provide managerial and accounting interpretations of data in reports provided to the Director, HIDTA Executive Board and ONDCP.
- 1.9 Develop, coordinate, and implement new or revised in-house accounting systems, initiating necessary instructions and procedures in conformance with HIDTA and ONDCP policies;
- 1.10 Assure accounting, reporting and procedures are in compliance with established fiscal and administrative policies and procedures of the HIDTA program;
- 1.11 Monitor Northwest HIDTA grants from application to closeout phase and conduct ongoing reviews of the use of funds to ensure compliance with regulations;
- 1.12 Review and balance all grants to the HIDTA Financial Management System;
- 1.13 Review the accuracy and permissibility of expenditures and identify any problem areas;
- 1.14 Perform in-house and on-site reviews of fiduciaries/agencies receiving HIDTA funds, examine financial reports, accounting records and related documents, and determine whether procedures are consistent and conform to acceptable practices;
- 1.15 Examine program objectives and packages submitted by agencies for adequacy of material and compliance with ONDCP/HIDTA procedures;
- 1.16 Assist in planning and developing materials for presentation to the HIDTA Executive Board and ONDCP.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2019, and ending December 31, 2019, unless this Agreement is terminated earlier as provided in Section 10.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the

City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Cooperative Agreement Contract between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Fiscal Officer will report to the Director and will serve at the will of the HIDTA Executive Board. The Fiscal Officer will be required to comply with all requirements for employment established by the HIDTA Executive Board. This Agreement is subject to the review and approval of the Director.

4. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. The City will pay the Contractor a total salary of \$93,388 for the services provided under this Agreement. Payment will be made in twenty-four (24) equal installments. In addition to this salary, the City will also reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

5. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of the Northwest HIDTA Executive Board. The City reserves the right to access any records pertaining to the City of Kennewick.

6. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. BOARD REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the HIDTA Executive Director upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

8. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

The Contractor's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

9. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state and local laws in performing this Agreement, including laws governing discrimination.

10. TERMINATION.

10.1 Each party understands that funding is currently available to support this Agreement through December 31, 2019, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the Northwest HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

10.2 Northwest HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 4 of this Agreement.

10.3 Termination shall not affect the rights of the Northwest HIDTA, the City or the Contractor under any other paragraph herein.

11. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

12. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

13. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

14. SEVERABILITY.

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

15. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

16. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all Federal and State laws relating to discrimination.

17. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

PENNY S. SEDAM

Date

CITY OF KENNEWICK

MARIE E. MOSLEY, City Manager

Date

Approved as to form:

LISA BEATON, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

Executive Board Chairman

Date

CONTRACTOR: Matthew Duran
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Deputy Director
AMOUNT: \$137,528
FUND SOURCE: High Intensity Drug Trafficking Area (HIDTA) Grant 130 5253012944101
DURATION: January 1, 2019 through December 31, 2019

AGREEMENT FOR NORTHWEST HIDTA DEPUTY DIRECTOR SERVICES

This Agreement for Northwest HIDTA Deputy Director Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for the Northwest High Intensity Drug Trafficking Area (the “City”), and MATTHEW DURAN dba Round 3 LLC, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACTOR RESPONSIBILITIES.

Contractor agrees to perform the services of the Deputy Director of the Northwest High Intensity Drug Trafficking Area (“HIDTA”), as directed by the Northwest HIDTA Executive Director (“Director”) including, but not limited to, the following services:

- 1.1 Coordinates the HIDTA intelligence system operations to ensure compliance with the General Counterdrug Intelligence Plan, Office of National Drug Control Policy (“ONDCP”) Budget Policy and Program Guidance and other national and HIDTA program intelligence guidelines;
- 1.2 In the absence of the Executive Director the Deputy Director assumes the Executive Director’s responsibilities for the HIDTA program;
- 1.3 Monitors and coordinates the HIDTA intelligence functions in order to provide optimal service to HIDTA initiatives and participating agencies through system evaluation and analysis. Identifies additional funding needs to the Executive Director, and facilitates reprogramming of funds where needed, balancing a \$1.6 budget between three (3) separate fiduciaries;
- 1.4 Prepares, facilitates and directs the Investigations Support Unit Staff in production of required annual and periodic reports such as, Threat Assessment Strategy annual report, Congressional Reports and Peer Reviews. Other strategic, tactical intelligence and information documents, acting as primary editor;
- 1.5 Works cooperatively and collaborates with HIDTA deputy directors, program managers coordinating program activities to ensure the Northwest

HIDTA meets the HIDTA/ONDCP developmental standards for intelligence centers;

- 1.6 Understands national intelligence system requirements and monitors the status and progress of the HIDTA intelligence program to ensure interconnectivity and conformity to national requirements. Recommends improvements in intelligence program coordination and reports to the Director and the HIDTA Executive Board and its subcommittees;
- 1.7 Analyzes all aspects of the intelligence program to identify new requirements, deficiencies, critical problems, and the need for program revision;
- 1.8 Prepares and maintains the Investigative Support Center (ISC) Standard Operating Procedures (SOP) manual and annual budget based on requirements and input from the ISC Co-Manager and the unit supervisors;
- 1.9 Acts as the HIDTA/Investigations Support Center Security and Safety Officer for HIDTA facility's physical, procedural and electronic security systems;
- 1.10 Is responsible for ISC budget matters, researches and development of budget requirements, monitors and approves purchases, invoices, expenditures and maintains an ongoing awareness of budget status with three (3) separate fiduciaries;
- 1.11 Assists in planning innovative, comprehensive programs to meet the drug and regional crime threat while promoting HIDTA's enforcement and intelligence strategies;
- 1.12 Plan and forecast for future requirements and develops for short, medium and long term plans to meet the HIDTA mission and goals;
- 1.13 Develops, fosters and maintains cooperative partnerships with federal, state, local and tribal law enforcement agencies. Promotes and enhances communications between HIDTA programs and initiatives;
- 1.14 Plans, develops, coordinates and executes the annual HIDTA initiative review program. Assists in the production of the ONDCP required Performance Management System;
- 1.15 Assists in formulating policies and implementing strategic planning for the Director and Executive Board in meeting HIDTA mission and goals;
- 1.16 Provides general oversight and coordination for the preparation of annual initiative proposals. Ensures that priorities and objectives are clearly identified and realistic and consistent with other HIDTA programs and initiatives and in accordance with the ONDCP mandates;
- 1.17 Assists the Director's Fiscal Officer by providing advice, guidance and

assistance to task force managers and enforcement initiative supervisors during their preparation of their HIDTA budgets;

- 1.18 Supervises the Information Technology Unit. Determines and coordinates the requirements for automation and technology resources for the Investigations Support Center and HIDTA initiatives. Ensures that the HIDTA network operates within recognized security standards and the utilization, access and dissemination of information meets lawful and industry standards;
- 1.19 The Deputy Director is the designated HIDTA Training Coordinator and acquires and coordinates a minimum of four (4) training programs annually to law enforcement agencies. Represents the Northwest HIDTA at national Training Coordinator meetings;
- 1.20 Supervises the Office Manager, members and functions of the Administrative Unit, an element of the Investigative Support Center;
- 1.21 Supervises the Technical Services Unit and administers to the requirements and needs of the Electronics Technician, loaned equipment program and the Northwest HIDTA Inventory System;
- 1.22 Promotes, develops and maintains a system for tracking operational and statistical performance data needed by HIDTA and/or participating HIDTA agencies;
- 1.23 Represents the HIDTA program and Executive Director by participating in national law enforcement meetings, conferences and community forums;
- 1.24 Assist the Director as required with overall program administrative issues. This may include drafting and responding to ONDCP-HIDTA correspondence; and
- 1.25 Other duties as required to successfully achieve the Northwest HIDTA mission.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2019, and ending December 31, 2019, unless this Agreement is terminated earlier as provided in Section 10.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Cooperative Agreement Contract between ONDCP

and the City (“Grant/Award”) by supplying ONDCP the proper documentation regarding any payments due the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Deputy Director will report to the Director and will serve at the will of the HIDTA Executive Board. The Deputy Director will be required to comply with all requirements for employment established by the HIDTA Executive Board. This appointment is subject to the review and approval of the Director.

4. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary, car allowance, and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. The City will pay the Contractor a total salary of \$137,528 for the services provided under this Agreement. Payment will be made in twenty-four (24) equal installments. In addition to this salary, the City will also provide the Contractor with a car allowance of \$6,000.00 and will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

5. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of the Northwest HIDTA Executive Board. The City reserves the right to access any records pertaining to the City of Kennewick.

6. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. BOARD REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the HIDTA Executive Board upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

8. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

The Contractor's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

9. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state and local laws in performing this Agreement, including laws governing discrimination.

10. TERMINATION.

10.1 Each party understands that funding is currently available to support this Agreement through December 31, 2019, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the Northwest HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.

10.2 Northwest HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 4 of this Agreement.

10.3 Termination shall not affect the rights of the Northwest HIDTA, the City or the Contractor under any other paragraph herein.

11. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

12. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

13. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

14. SEVERABILITY.

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

15. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

16. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all Federal and State laws relating to discrimination.

17. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below:

CONTRACTOR

MATTHEW DURAN

Date

CITY OF KENNEWICK

MARIE E. MOSLEY, City Manager

Date

Approved as to form:

LISA BEATON, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

Executive Board Chairman

Date

CONTRACTOR: Jonathan Weiner
AGENCY: City of Kennewick
PROJECT: Northwest HIDTA Director
AMOUNT: \$161,768
FUND SOURCE: High Intensity Drug Trafficking Area (HIDTA) Grant 130 5253012944101
DURATION: January 1, 2019 through December 31, 2019

AGREEMENT FOR NORTHWEST HIDTA DIRECTOR SERVICES

THIS Agreement for Northwest HIDTA Director Services (“Agreement”) is made by and between the CITY OF KENNEWICK, a political subdivision of the State of Washington, as a fiscal fiduciary for the Northwest High Intensity Drug Trafficking Area (the “City”), and JONATHAN WEINER, an individual (the “Contractor”).

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACTOR RESPONSIBILITIES.

Contractor agrees to perform the services of the Executive Director of the Northwest High Intensity Drug Trafficking Area (“HIDTA”), as directed by the Northwest HIDTA Executive Board (“HIDTA Executive Board”) including, but not limited to, the following services:

- 1.1 Review, evaluate and advise participating federal and state agencies on proposed initiatives, and budget requests relating to drug law enforcement activity grants for the coming year;
- 1.2 Review proposed grant initiatives with submitting jurisdictions, advise as to whether the content is sufficient to achieve the funding goal stated in the initiative and budget request, and act as liaison between submitting jurisdictions and the HIDTA Executive Board, the National HIDTA Committee, and the Office of National Drug Control Policy (“ONDCP”);
- 1.3 Prepare and submit to the HIDTA Executive Board an annual report and annual budget that is consistent with the guidelines established by the HIDTA Executive Board, ONDCP, budget requests, and funding received by Northwest HIDTA;
- 1.4 Prepare and submit to the HIDTA Executive Board an annual action plan/strategy for each component of the Northwest HIDTA (law enforcement, treatment, and prevention) that is consistent with the annual report and annual budget;
- 1.5 Update the HIDTA Executive Board each quarter regarding NW HIDTA activities. This briefing shall include a fiscal overview to ensure consistency with program objectives, and, in the case of grant funding, compliance with applicable grant guidelines.

- 1.6 Serve as a liaison between task forces served by Northwest HIDTA, other HIDTAs, law enforcement and military agencies, treatment and prevention agencies, and private sector organizations and vendors;
- 1.7 Other duties, responsibilities and functions of the Executive Director as indicated on the position vacancy announcement (Addendum A).
- 1.8 Additional duties and responsibilities as prescribed from time-to-time from the ONDCP or the HIDTA Executive Board.

2. TIME OF PERFORMANCE.

This Agreement shall govern services rendered beginning January 1, 2019, and ending December 31, 2019, unless this Agreement is terminated earlier as provided in Section 10.

3. INDEPENDENT CONTRACTOR.

Contractor is and shall at all times be an independent contractor and is not to be considered an agent, employee or servant of the City. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The City's only responsibility under this Agreement is to administer the Cooperative Agreement Contract between ONDCP and the City ("Grant/Award") by supplying ONDCP the proper documentation regarding any payments due the Contractor, and disbursing such funds to the Contractor. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

The Executive Director will report to the Northwest HIDTA Executive Board and will serve at the will of the Board. The Executive Director will be required to comply with all requirements for employment established by the HIDTA Executive Board. This appointment is subject to the review and approval of the Director of the Office of National Drug Control Policy.

4. COMPENSATION.

This Agreement, particularly the payment by the City to the Contractor of a salary, car allowance, and travel reimbursement, is contingent on funding by a Grant/Award and made available through ONDCP. The City will pay the Contractor a total salary of \$161,768 for the services provided under this Agreement. Payment will be made in twenty-four (24) equal installments. In addition to this salary, the City will also provide the Contractor with a car allowance of \$6,000.00 and will reimburse the Contractor for necessary travel expenses incurred during the performance of the Agreement.

5. OWNERSHIP.

All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of this work shall remain the property of the Northwest HIDTA Executive Board. The City reserves the right to access any records pertaining to the City of Kennewick.

6. CHANGES.

No changes or additions shall be made in this Agreement except as agreed to by all parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. BOARD REVIEW AND APPROVAL.

Upon submittal of any report or other information required by the scope of services to be performed, the HIDTA Executive Board upon review may accept such work or reject it, or request such modification or additions as it deems appropriate.

8. HOLD HARMLESS AND INDEMNIFICATION.

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

The Contractor's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

9. COMPLIANCE WITH LAWS.

The Contractor shall comply with all applicable federal, state and local laws in performing this Agreement, including laws governing discrimination.

10. TERMINATION.

- 10.1 Each party understands that funding is currently available to support this Agreement through December 31, 2019, but that funding is contingent upon legislative appropriation. Should loss of funding occur during the period covered by this Agreement, the Northwest HIDTA may terminate this Agreement with thirty (30) days advance notice. In that instance, the City will pay the Contractor for services performed up to and including one-half (1/2) of the month in which the termination is effective, assuming funding is available.
- 10.2 Northwest HIDTA may terminate this Agreement upon thirty (30) days written notice to the Contractor for any other reason or no reason. In that event, the City shall pay the Contractor only for services provided. A final, pro-rata payment shall be made in accordance with Section 4 of this Agreement.
- 10.3 Termination shall not affect the rights of the Northwest HIDTA, the City or the Contractor under any other paragraph herein.

11. NON-ASSIGNMENT.

The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the City.

12. CONFLICTS BETWEEN ATTACHMENTS AND TEXT.

Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

13. GOVERNING LAW AND STIPULATION OF VENUE.

The laws of the state of Washington shall govern this Agreement and any lawsuit regarding this Agreement must be brought in Benton County, Washington.

14. SEVERABILITY.

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

15. INTEGRATION.

This Agreement is intended to replace all previous Agreements between the parties with respect to the terms of this Agreement. This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

16. NON-DISCRIMINATION.

The Contractor shall not discriminate against any person or persons because of race, religion, color, sex, national origin, or any other protected class status in the conduct of its operation hereunder and shall comply with all Federal and State laws relating to discrimination.

17. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to work to be performed by the Contractor for the City, and there are no representations, warranties or commitments, except as set forth in this Agreement.

18. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY.

If federal funds are the basis for this contract, the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the City, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Agreement shall be incorporated into this Contract by reference.

IN WITNESS WHEREOF, the parties hereto execute this written Agreement on the latest day and year subscribed below.

CONTRACTOR

JONATHAN WEINER

Date

CITY OF KENNEWICK

MARIE E. MOSLEY, City Manager

Date

Approved as to form:

LISA BEATON, City Attorney

Date

EXECUTION APPROVED BY NORTHWEST HIDTA EXECUTIVE BOARD

Executive Board Chairman

Date

ADDENDUM A

Law Enforcement
POSITION VACANCY

Seattle, Washington
High Intensity Drug Trafficking Area (HIDTA)

EQUAL OPPORTUNITY EMPLOYER

Title: Executive Director, Northwest HIDTA, Seattle, Washington

Position available: March 1, 2018

Position: Northwest (NW) HIDTA is seeking qualified candidates for Executive Director of a federally funded, multi-agency, regional drug enforcement consortium. The NW HIDTA serves as a coordinating and collaborating organization and supports efforts to identify, investigate, disrupt and dismantle drug trafficking and drug money laundering enterprises and related violence.

The Executive Director reports to the NW HIDTA Executive Board, consisting of local, state and federal law enforcement agency executives. The Executive Director is charged with oversight of the Investigative Support Center (ISC) and providing executive and administrative support and oversight to HIDTA funded activities.

Functions of the HIDTA and the Executive Director:

- To serve as a centralized clearinghouse for all participating federal agencies' proposed initiatives and state and local agency grant proposals
- To broker multi-agency participation, develop combined initiatives and corresponding budgets
- To provide effective and efficient response to requests and questions raised by participating agencies
- To serve as the conduit for directives, policy and related administrative information required of HIDTA participants by ONDCP and the Executive Board
- To facilitate the sharing of intelligence and information; facilitate the de-confliction of operations; and, to effectively work with partnerships to leverage resources to efficiently and effectively identify, investigate, disrupt and dismantle the most significant criminal drug problems and related violence impacting the region

Duties and Responsibilities of the Executive Director:

- Works for the NW HIDTA Executive Board and provides programmatic oversight and management of the HIDTA Program within the HIDTA area
- Under the general direction and guidance of the Executive Board, forms a cohesive and mutually supportive team for coordination and management of the NW HIDTA Program

- In concert with the approval of the Executive Board, develops and submits in the proper format on the required dates the major requirements of the HIDTA Program, which include: Threat Assessment, Strategy, Initiatives/Budgets, and the Annual Report
- Exercises programmatic, administrative, and fiscal oversight in support of all NW HIDTA initiatives to ensure they are in compliance with ONDCP HIDTA Program guidance, policy and other requirements. The Executive Director, as well as any other HIDTA-funded administrative personnel with the HIDTA, shall not have operational control or authority of any initiative other than the Management and Coordination Initiative to which they are assigned
- Serves as the point-of-contact between the Executive Board, NW HIDTA, other HDTAs and ONDCP/NHPO. The Executive Director keeps the Executive Board apprised of all ONDCP/NHPO programs and requirements
- Exercises reprogramming authority, as approved by the HIDTA Executive Board that is consistent with the HIDTA Program guidance and policy
- Establishes and maintains central inventory tracking system for equipment and property purchases with HIDTA funds
- Assists the HIDTA initiatives in establishing and recording effective measurable outcomes for the HIDTA and for the initiatives.
- Facilitates the enhanced coordination and the flow of information between and among other HDTAs, relevant non-HIDTA agencies and activities including OCDETF and others that may apply. Promotes regional and national cooperation among law enforcement agencies
- Provides advice and counsel to the Executive Board concerning the status, direction and success of HIDTA initiatives, programs and ONDCP requirements
- Travels on official HIDTA business on behalf of the Executive Board or ONDCP/NHPO.
- Will perform additional duties/requirements identified by the Executive Board, which must be consistent with ONDCP HIDTA Program policies and procedures and deemed necessary to enhance the overall HIDTA Program
- Will ensure timely and effective communication with the Executive Board of all significant issues and decisions to be made affecting the operation and performance of the HIDTA

Other Requirements:

- The NW HIDTA is funded by the Office of National Drug Control Policy (ONDCP) and, therefore, all activities must conform to ONDCP guidelines, policy and applicable federal statutes
- This management position will be located in Seattle, Washington and will serve as the liaison between the NW HIDTA Executive Board, other HIDTA operations throughout the United States, the National HIDTA Director and ONDCP
- Interpersonal and negotiation skills
- Ability to communicate effectively both orally and in writing
- Budget and/or Accounting experience

- Ability to plan, organize and prepare extensive reports and documents
- Ability to effectively manage and motivate HIDTA personnel.
- Personal and professional integrity

Qualifications (Preferred):

- Bachelor's degree from an accredited college or university
- Ten years or longer of continuous experience with a local, state or federal law enforcement agency with a minimum of five year's significant management/leadership responsibility
- Investigative and/or prosecutorial experience in the area of drug related crime
- Familiarity with national and regional intelligence organizations, sources and procedures
- Basic computer skills

Salary:

- Equivalent of a federal GS-15 Step 1; 23 % of salary for fringe benefits; liability insurance and mileage reimbursement for official travel and/or other negotiable benefits as identified and approved by the HIDTA Executive Board

Appointment:

- The position is federally funded, but the selected candidate will not be considered a "federal employee" for employment purposes. The Executive Director will report to the NW HIDTA Executive Board and will serve at the will of the Board. The Executive Director will be required to comply with all requirements for employment established by the HIDTA Executive Board. This appointment is subject to the review and approval of the Director of the Office of National Drug Control Policy. The contract for the Directors position is with the Snohomish County Sheriff's Office which is also the fiduciary for the NW HIDTA Management and Coordination Initiative.
- Appointment as the Executive Director is subject to the successful completion of a National Security Clearance.

Application Process:

Required materials may be sent electronically via email to:

Northwest HIDTA

Director@NW.HIDTA.ORG

All application materials must be received no later than **11:59 pm Sunday, March 11, 2018**. Each candidate shall submit a detailed resume, which includes the following information pertinent to this position

- Education, experience and training completed
- Positions held and dates of employment
- Identities and current contact information of immediate supervisors in past employment (previous 15 years minimum)
- Size of operation and number of employees
- Level and scope of responsibility
- Duties and responsibilities
- Accomplishments for which you are personally credited for each employment
- Program administrative experience
- Names and addresses of three references who are not prior supervisory personnel

Additional Information to Applicants:

- The selected applicant must successfully pass a thorough background investigation sufficient to receive a security clearance
- Interview and relocation expenses are not reimbursable

Council Agenda Coversheet 	Agenda Item Number	5.a.(1)	Council Date	12/18/2018	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Small Cell Deployment			Public Mtg / Hrg	☐
	Ordinance/Reso #	5792	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	City Attorney				

Recommendation

Adopt Ordinance 5792 relating to Small Cell Deployment: Franchise and Small Cell Permits and amending Chapter 4.14 of the Kennewick Municipal Code.

Motion for Consideration

I move to adopt Ordinance 5792.

Summary

The proposed amendments to KMC 4.14, 4.16, 5.20 and 18.12 are intended to revise the City's small cell provisions to comply with the FCC Order issued September 27, 2018. The Order dramatically preempts local authority on the siting of cellular wireless technology – specifically small cell facilities in the public rights of way. The effective date of the new FCC rules is January 14, 2019. The new rules will: (1) shorten the time cities have to process small cell applications to either 60 or 90 days depending on whether they are being mounted on an existing or new structure; (2) limit application fees for small cells to \$500, and recurring fees to \$270 per site, per year for small cells attached to city infrastructure in the right of way; (3) prohibit cities from assessing fees that include anything other than a reasonable approximation of reasonable costs directly related to maintaining the rights-of-way and the small cell facility; and (4) limit aesthetic review and requirements (including undergrounding and historic/environmental requirements) to those that are reasonable, comparable to requirements for other right-of-way users, and published in advance.

Ordinance 5792 amends KMC 4.14 as follows: (1) Consolidation of review to meet shot clock; (2) Incorporates definition of small cell from the FCC Order; (3) Allows for Public Works Director to adopt rules addressing the integrity of city structures; (4) Aesthetic standards moved from Section 18.12.315 to Chapter 4.14 - adds additional standards depending upon attachment to wood or metal poles.

Planning Commission held a public hearing and voted unanimously to recommend approval to City Council.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bonnie Lanning Dec 11, 15:46:12 GMT-0800 2018	Attachments: Ordinance Presentation Planning Commission Minutes
Dept Head Approval	Lisa Beaton Dec 11, 15:51:32 GMT-0800 2018	
City Mgr Approval	Marie Mosley Dec 13, 20:00:59 GMT-0800 2018	

☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5792

AN ORDINANCE RELATING TO SMALL CELL DEPLOYMENTS:
FRANCHISE AND SMALL CELL PERMITS AND AMENDING CHAPTER
4.14 OF THE KENNEWICK MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 4.14 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

4.14.010: Overview.

In order to manage its right-of-way in a thoughtful manner which balances the need to accommodate new and evolving technologies with the preservation of the natural and aesthetic environment of the City while complying with the requirements of State and federal law, the City of Kennewick has adopted this process for the deployment of small cell and microcell technology. Service providers who seek to utilize the public right-of-way for small cell deployment in order to provide wireless communication, data transmission or other related services to the citizens of the City must have a valid franchise to provide the specific service and a Small Cell Permit to deploy the technology. Entities with franchises who wish to utilize a small cell deployment to upgrade or expand their services shall utilize the processes set forth in this ordinance and implementing Small Cell Permits to deploy their technology and obtain design approval of specific installations. The Small Cell Permit process administers deployment under the franchise. An entity without a franchise shall apply for a franchise and adjunct Small Cell Permit which shall be processed concurrently as one Master Permit within the meaning of RCW 35.99.010(3) and 35.99.030. For entities with a valid franchise, see KMC 4.14. All required permits for a small cell deployment shall be consolidated for review.

- (1) Nothing in this ordinance revises or diminishes the rights and obligations of an existing franchise.
- (2) The term "small cell deployment" shall include the deployment of small cell facilities and small cell networks as small wireless facilities as that term is those terms are defined by 47 CFR § 1.6002 RCW 80.36.375. Small cell deployment elements which require SEPA, Critical Areas or Shorelines review shall comply with those review processes. may utilize these processes only in conjunction with SEPA review.
- (3) Definitions for terms used in this chapter can be found in KMC Chapter 4.16.

(Ord. 5792 Sec. 1 (part) 2018; Ord. 5733 Sec. 1 (part), 2017)

4.14.020: Application.

Applicants shall apply using the City's franchise application form and submit a \$500 fee. ~~deposit commensurate with the estimated administrative costs of processing an application for a franchise.~~ See Chapter 5.20 KMC for basic requirements. ~~The fee deposit level shall be set by the Director of Public Works ("Director").~~ The Director and his or her designee shall coordinate review with the Planning Director with respect to small cell deployments which require review

under KMC 18.12.315 in one consolidated process. Phased development is permitted and an applicant is encouraged to specify at least the initial small cell deployment in its application.

The following information shall be provided by all applicants for franchises seeking to utilize small cell deployment in addition to the information provided pursuant to Chapter 5.20 KMC. Existing franchisees who seek to utilize a small cell deployment to expand, assist or implement an existing franchise may provide the information as a part of a Small Cell Permit application for small cell deployment.

- (1) Designation of Facilities. The application shall provide specific locational information including GIS coordinates of all facilities, and specify whether and where small cell facilities are to be located on existing utility poles including City-owned light standards (included in the definition of utility pole), or will utilize replacement utility poles, new poles, towers, and/or other structures. Conduit and/or ground-mounted equipment necessary for and intended for use in the deployment shall also be specified regardless of whether the additional facilities are to be constructed by the applicant or leased from an infrastructure provider. Detailed schematics and visual renderings of the facilities shall be provided by the applicant. Failure to provide sufficient detail may result in a later finding of a significant change in the facility if the facility is not accurately shown on the originally approved franchise exhibit. Failure to specify elements may also result in the requirement that new or undocumented elements complete the approval processes detailed in this Chapter and/or KMC 4.16.
- (2) Implementation. The rights granted under a franchise are implemented through the issuance of Small Cell Permits. The franchise application may be accompanied by ~~one or more~~ applications for a Small Cell Permit to deploy small cells. An initial franchise and all related Small Cell Permit applications including right-of-way use permits shall be processed concurrently as one Master Permit. See RCW 35.99.010(3) for the definition of "master permit."
 - ~~(a) Up to 20 sites may be specified in one Small Cell Permit application for processing. The Director may approve up to ten additional sites in order to consider small cell sites within one logical service area in one application.~~
 - ~~(ab)~~ Issuance of a Small Cell Permit to install a small cell deployment shall be contingent upon approval of a franchise or the possession of a valid franchise.
 - ~~(c) If more than one application for a Small Cell Permit is submitted by an applicant, they shall be considered in the order received. If multiple applications are submitted on the same date, the applicant shall indicate which application should be considered first.~~
 - (b) All Small Cell Permits which are submitted in conjunction with a franchise application shall be considered as one Master Permit.
 - ~~(i) PROVIDED, HOWEVER, that an applicant with an existing franchise may, at the applicant's sole discretion, elect to utilize the expedited review process set forth in KMC 4.14.090.~~
 - (ii) Any element of a deployment which qualifies as either an Eligible Facilities Request or a collocation shall be specifically designated by the applicant and may be addressed separately by the Director in order to comply with the shot clocks established by federal law and KMC 4.16.

- (cd) The Director may approve, deny or conditionally approve all or any portion of the sites proposed in the Small Cell Permit application.
- (de) Any application for a franchise or Small Cell Permit which contains an element which is not exempt from Critical Areas, Shorelines or SEPA review shall simultaneously apply under Chapter 43.21C RCW and Chapters 4.08 and 18.58 to 18.68. See also KMC 4.08.
- (ef) RF Certification. The applicant shall submit a sworn affidavit signed by an RF Engineer with knowledge of the proposed project affirming that the small cell deployment will be compliant with all FCC and other governmental regulations in connection with human exposure to radio frequency emissions for every frequency at which the small cell facility will operate. If facilities necessary to the Small Cell Deployment are to be provided by another franchisee, then the Small Cell Deployment in the initial franchise or in a subsequent Small Cell Permit shall be conditioned on an RF Certification showing the cumulative impact of the RF emissions on the entire installation.
- (fg) Regulatory Authorization. Issuance of the Use Permit for the facilities shall also be contingent upon the applicant's provision of proof of FCC and other regulatory approvals required to provide the service(s) or utilize the technologies sought to be installed.
- (g) Recognizing that small cell technology is rapidly evolving, the Public Works Director is authorized to adopt and publish standards for the technological and structural safety of City-owned light standards and utility structures and to formulate and publish application questions for use when an applicant seeks to attach to City-owned utility structures.

(Ord. 5792 Sec. 1 (part), 2018; Ord. 5733 Sec. 1 (part), 2017)

4.14.030: Review Process.

The following provisions relate to applications for a franchise and/or Small Cell Permit for small cell deployments.

- (1) Review of Facilities. Review of the site locations proposed by the applicant shall be governed by the provisions of 47 USC 253 and 47 USC 332 and applicable case law. Applicants for franchises and all permits including the Small Cell ~~P~~permits which implement the franchise shall be treated in a competitively neutral and non-discriminatory manner with other service providers utilizing supporting infrastructure which is functionally equivalent, that is, service providers whose facilities are similarly situated in terms of structure, placement or cumulative impacts. Franchise and Small Cell Permit review under this chapter shall be conducted in a manner which neither prohibits nor has~~ve~~ the effect of prohibiting the ability of an applicant to provide telecommunications services.
- (2) Concealment. In any zone not designated by KMC 18.12.315~~(e)(3)(5)~~ for design review ("design review"), upon application for a Small Cell Permit or for facilities designated within a franchise, the City will permit small cell deployment on existing utility poles and replacement poles conforming to the City's generally applicable pole design standard adopted pursuant to KMC 4.14.050~~18.12.315~~. Accordingly, small

cell facilities installed pursuant to this concealment authorization may not be expanded pursuant to an Eligible Facilities Request.

- (3) Design Review. Small cell deployment in Design Zones and Undergrounded Areas, as well as certain new or replacement facilities, are subject to design review. See KMC 18.12.315.

(Ord. 5792 Sec. 1 (part), 2018; Ord. 5733 Sec. 1 (part), 2017)

4.14.040: Facilities Designated in the Franchise and/or Small Cell Permit Application.

Small cell deployments may be approved by reference to exhibits in an approved franchise. Approval of the franchise shall be deemed to approve the site and the design of small cell facilities set forth in the franchise. This approval is limited to the specific location, facility and design elements shown on the exhibits to the franchise. Any element not shown on an exhibit must be approved by the governing review processes listed in KMC 4.14.050, 4.14.060, 4.14.070 and, when applicable, KMC 18.12.315. All facilities shall comply with the concealment standards adopted by the City in KMC 4.14.~~050~~030(2) and/or KMC 18.12.315. An existing franchisee may, at its option:

- (1) Apply to amend the existing franchise to designate sites for small cell deployment, as well as approve the small cell facilities to be installed and the concealment measures to be utilized; and/or
- (2) Apply for a Small Cell Permit which may include:
 - (a) Small cell facilities to be installed on existing utility poles or replacement poles which do not exceed ten feet in additional height, and which utilize the concealment option provided in KMC 4.14.~~030(2)~~050; and/or
 - (b) ~~Small cell facilities to be installed on existing utility poles or replacement poles which do not exceed ten feet in additional height, and which utilize the concealment option provided in KMC 4.14.030(2); and/or~~
 - (c) Small cell facilities which comply with generally applicable objective design standards adopted by the City in KMC ~~18.12.315(2)(b)~~4.14.050; and/or
 - (d) Small cell facilities which require new utility poles or replacement poles which exceed ten feet in additional height or installations in a Design Zone or Undergrounded Areas, utilize the design approval procedures set forth in KMC ~~18.12.315(5)~~4.14.050.

(Ord. 5792 Sec. 1 (part), 2018; Ord. 5733 Sec. 1 (part), 2017)

4.14.050: Aesthetic design and concealment standards for small cell deployments.

Small cell deployments whether permitted on the right-of way under this Chapter or permitted in accordance with 18.12.3156 KMC shall conform to the following design standards:

- (1) **Small cell facilities attached to non-wooden poles.** Small cell facilities attached to existing or replacement non-wooden light poles and other non-wooden poles in the right of way or poles outside of the right of way shall conform to the following design criteria:

- (a) Antennas and the associated equipment enclosures shall be sited and installed in a manner which minimizes the visual impact on the streetscape either by fully concealing the antennae and associated equipment fully within the pole or through a concealment element plan which provides an equivalent or greater impact reduction. This requirement shall be applied in a manner which does not dictate the technology employed by the service provider nor unreasonably impair the technological performance of the equipment chosen by the service provider.
 - (b) All conduit, cables, wires and fiber must be routed internally in the light pole. Full concealment of all conduit, cables, wires and fiber is required within mounting brackets, shrouds, canisters or sleeves if attaching to exterior antennas or equipment.
 - (c) An antenna on top of an existing pole may not extend more than six (6) feet above the height of the existing pole and the diameter may not exceed sixteen (16) inches, measured at the top of the pole, unless the applicant can demonstrate that more space is needed. The antennas shall be integrated into the pole design so that it appears as a continuation of the original pole, including colored or painted to match the pole, and shall be shrouded or screened to blend with the pole except for canister antennas which shall not require screening. All cabling and mounting hardware/brackets from the bottom of the antenna to the top of the pole shall be fully concealed and integrated with the pole.
 - (d) Any replacement pole shall substantially conform to the design of the pole it is replacing or the neighboring pole design standards utilized within the contiguous right-of-way.
 - (e) The height of any replacement pole may not extend more than ten (10) feet above the height of the existing pole or the minimum additional height necessary for adequate clearance from electrical wires, whichever is greater.
 - (f) The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements, ADA requirements, and if a replacement light standard then with the City's lighting requirements.
 - (g) The use of the pole for the siting of a small cell facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small cell facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small cell facility and the small cell facility and all associated equipment shall be removed.
- (2) **Wooden pole design standards.** Small cell facilities located on wooden poles shall conform to the following design criteria:

- (a) The wooden pole at the proposed location may be replaced with a taller pole for the purpose of accommodating a small cell facility; provided, that the replacement pole shall not exceed a height that is a maximum of ten (10) feet taller than the existing pole, unless a further height increase is required and confirmed in writing by the pole owner and that such height extension is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities.
- (b) A pole extender may be used instead of replacing an existing pole but may not increase the height of the existing pole by more than ten (10) feet, unless a further height increase is required and confirmed in writing by the pole owner and that such height increase is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities. A "pole extender" as used herein is an object affixed between the pole and the antenna for the purpose of increasing the height of the antenna above the pole. The pole extender shall be painted to approximately match the color of the pole and shall substantially match the diameter of the pole measured at the top of the pole.
- (c) Replacement wooden poles may either match the approximate color and materials of the replaced pole or shall be the standard new wooden pole used by the pole owner in the City.
- (d) Antennas, equipment enclosures, and all ancillary equipment, boxes and conduit shall be colored or painted to match the approximate color of the surface of the wooden pole on which they are attached.
- (e) Panel antennas shall not be mounted more than twelve (12) inches from the surface of the wooden pole.
- (f) Antennas should be placed in an effort to minimize visual clutter and obtrusiveness. Multiple antennas are permitted on a wooden pole provided that each antenna enclosure shall not be more than three (3) cubic feet in volume.
- (g) A canister antenna may be mounted on top of an existing wooden pole, which may not exceed the height requirements described in subsection ~~B-(1)~~2(b) above. A canister antenna mounted on the top of a wooden pole shall not exceed sixteen (16) inches, measured at the top of the pole, and shall be colored or painted to match the pole. The canister antenna must be placed to look as if it is an extension of the pole. In the alternative, the applicant may propose a side mounted canister antenna, so long as the inside edge of the antenna is no more than twelve (12) inches from the surface of the wooden pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the wooden pole.

- (h) An omni-directional antenna may be mounted on the top of an existing wooden pole, provided such antenna is no more than four (4) feet in height and is mounted directly on the top of a pole or attached to a sleeve made to look like the exterior of the pole as close to the top of the pole as technically feasible. All cables shall be concealed within the sleeve between the bottom of the antenna and the mounting bracket.
- (i) All related equipment, including but not limited to ancillary equipment, radios, cables, associated shrouding, microwaves, and conduit which are mounted on wooden poles shall not be mounted more than six (6) inches from the surface of the pole, unless a further distance is technically required, and is confirmed in writing by the pole owner.
- (j) Equipment for small cell facilities must be attached to the wooden pole, unless otherwise permitted to be ground mounted pursuant to subsection ~~(4)~~(5)(a). The equipment must be placed in the smallest enclosure possible for the intended purpose. The equipment enclosure may not exceed seventeen (17) cubic feet. Multiple equipment enclosures may be acceptable if designed to more closely integrate with the pole design and does not cumulatively exceed the volumetric requirements of a small cell facility, as defined by 47 CFR 1.6003. The applicant is encouraged to place the equipment enclosure behind any banners or road signs that may be on the pole, if such banners or road signs are allowed by the pole owner.
- (k) An applicant who desires to enclose its antennas and equipment within a unified enclosure may do so, so long as the facility meets the volumetric requirements of a small cell facility. To the extent possible the unified enclosure shall be placed so as to appear as an integrated part of the pole or behind banners or signs. The unified enclosure may not be placed more than six (6) inches from the surface of the pole, unless a further distance is technically required and confirmed in writing by the pole owner.
- (l) The visual effect of the small cell facility on all other aspects of the appearance of the wooden pole shall be minimized to the greatest extent possible.
- (m) The use of the wooden pole for the siting of a small cell facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small cell facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small cell facility and the small cell facility and all associated equipment shall be removed unless retention of the pole is necessary to prevent an effective prohibition of service.
- (n) All cables and wires shall be routed through conduit along the outside of the pole. The outside conduit shall be colored or painted to match the pole. The

number of conduit shall be minimized to the number technically necessary to accommodate the small cell.

(3) Small cell facilities attached to existing buildings.

Small cell facilities attached to existing buildings, shall conform to the following design criteria:

- (a) Small cell facilities may be mounted to the sides of a building if the antennas do not interrupt the building's architectural theme.
- (b) The interruption of architectural lines or horizontal or vertical reveals is discouraged.
- (c) New architectural features such as columns, pilasters, corbels, or other ornamentation that conceal antennas may be used if it complements the architecture of the existing building.
- (d) Small cells shall utilize the smallest mounting brackets necessary in order to provide the smallest offset from the building.
- (e) Skirts or shrouds shall be utilized on the sides and bottoms of antennas in order to conceal mounting hardware, create a cleaner appearance, and minimize the visual impact of the antennas. Exposed cabling/wiring is prohibited.
- (f) Small cell facilities shall be painted and textured to match the adjacent building surfaces.

(4) Small cell facilities mounted on cables strung between existing utility poles shall conform to the following standards.

- (a) Each strand mounted facility shall not exceed three (3) cubic feet in volume;
- (b) Only one strand mounted facility is permitted per cable between any two existing poles;
- (c) The strand mounted devices shall be placed as close as possible to the nearest utility pole, in no event more than five (5) feet from the pole unless a greater instance technically necessary or is required by the pole owner for safety clearance;
- (d) No strand mounted device shall be located in or above the portion of the roadway open to vehicular traffic;
- (e) Ground mounted equipment to accommodate a shared mounted facility is not permitted except when placed in pre-existing equipment cabinets; and

- (f) Pole mounted equipment shall comply with the requirements of sub sections 1 and 2 above.
- (g) Such strand mounted devices must be installed to cause the least visual impact and without excess exterior cabling or wires (other than the original stand. The small cell facility shall comply with the construction standards of the owner of the strand/cabling infrastructure.

(5) General requirements.

- (a) Ground mounted equipment in the public right-of-way is prohibited, unless such facilities are placed under ground or the applicant can demonstrate that pole mounted or undergrounded equipment is technically infeasible. If ground mounted equipment is necessary, then the applicant shall submit a concealment element plan. Generators are prohibited on the public rights-of-way.
- (b) No equipment shall be operated so as to produce noise in violation of Chapter 9.52 KMC.
- (c) Small cell facilities are not permitted on traffic signal poles unless denial of the siting could be a prohibition or effective prohibition of the applicant's ability to provide telecommunications service in violation of 47 USC §§ 362 and 332.
- (d) Replacement poles and new poles shall comply with the American with Disabilities Act (ADA), city construction and sidewalk clearance standards, and state and federal regulations in order to provide a clear and safe passage within the rights-of-way.
- (e) Replacement poles shall be located as near as possible to the existing pole with the requirement to remove the abandoned pole.
- (f) The design criteria as applicable to small cell facilities described herein shall be considered concealment elements and such small cell facilities may only be expanded upon an eligible facilities request described in Chapter 4.16 KMC, when the modification does not defeat the concealment elements of the facility.
- (g) No signage, message or identification other than the manufacturer's identification or identification required by governing law is allowed to be portrayed on any antenna, and any such signage on equipment enclosures shall be of the minimum amount possible to achieve the intended purpose; provided that, signs are permitted as concealment element techniques where appropriate.
- (h) Antennas and related equipment shall not be illuminated except for security reasons, required by a federal or state authority, or unless approved as part of a concealment element plan.

- (i) Side arm mounts for antennas or equipment are prohibited.
- (j) The preferred location of a small cell facility on a pole is the location with the least visible impact. The small cell facility must adhere to all the construction standards of the pole owner.
- (k) Antennas, equipment enclosures, and ancillary equipment, conduit and cable, shall not dominate the building or pole upon which they are attached.
- (l) The City may consider the cumulative visual effects of small cells mounted on poles within the rights-of-way in when assessing proposed siting locations so as to not adversely affect the visual character of the City. This provision shall not be applied to limit the number of permits issued when no alternative sites are reasonably available nor to impose a technological requirement on the service provider.
- (m) These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protections from negative visual impacts to the streetscape.

(6) New poles in the rights-of-way for small cell facilities and concealment standardsinstallations in the Downtown Historic Distriet.

- (a) New poles within the rights-of-way are only permitted if the applicant can establish that:
 - (i) The proposed small cell facility cannot be located on an existing utility pole or light pole in an alley, electrical transmission tower or on a site outside of the public rights of way such as a public park, public property, building, transmission tower or in or on a non-residential use in a residential zone whether by roof or panel-mount or separate structure;
 - (ii) The proposed wireless communications facility receives approval for a concealment element design, as described in subsection 3 below;
 - (iii) The proposed wireless communications facility also complies with Critical Areas, Shorelines and SEPA provisions, if applicable; and
 - (iv) No new poles shall be located in a critical area or associated buffer required by the City's Critical Areas ordinance (Chapter 18.58, 18.68 KMC) except when determined to be exempt pursuant to said ordinance.

- (b) An application for a new pole in the right-of-way is subject to an administrative use review as a minor deviation. See KMC 4.14.060.
- (c) The concealment element design shall include the design of the screening, fencing or other concealment technology for a tower, pole, or equipment structure, and all related transmission equipment or facilities associated with the proposed wireless communications facility, including but not limited to fiber and power connections.

 - (i) The concealment element design should seek to minimize the visual obtrusiveness of wireless communications facility installations. The proposed pole or structure should have similar designs to existing neighboring poles in the rights of way, including to the extent technically feasible similar height. Other concealment methods include, but are not limited to, integrating the installation with architectural features or building design components, utilization of coverings or concealment devices of similar material, color and texture — or the appearance thereof — as the surface against which the installation will be seen or on which it will be installed, landscape design, or other camouflage strategies appropriate for the type of installation. Applicants are required to utilize designs in which all conduit and wirelines are installed internally in the structure or otherwise integrated into the design of the structure. Use of a unified enclosure equal to or less than four (4) cubic feet in volume may be permitted in meeting these criteria.
 - (ii) If the Director has already approved a concealment element design either for the applicant or another wireless communications facility along the same public right-of-way or for the same pole type, then the applicant shall utilize a substantially similar concealment element design, unless it can show that such concealment element design is not physically or technologically feasible, or that such deployment would undermine the generally applicable design standards.
- (d) Even if an alternative location is established pursuant to subsection 56(a)(i) and (ii) the administrative use permit process may determine that a new pole in the right-of-way is in fact a superior alternative based on the impact to the City, the concealment element design, the City's Comprehensive Plan and the added benefits to the community.
- (e) Prior to the issuance of a permit to construct a new pole or ground mounted equipment in the right-of-way, the applicant must obtain a site-specific agreement from the city to locate such new pole or ground mounted equipment. This requirement also applies to replacement poles that are higher than the replaced pole, and the overall height of the replacement pole and the proposed wireless communications facility is more than sixty (60) feet.

(f) Installation of small cell facilities in a design zone or underground area shall be permitted by an administrative approval of a concealment plan utilizing the design and concealment standards contained in this chapter.

(g) These aesthetic design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant or effectively prohibit service, alternative forms of concealment or deployment may be permitted which provide similar or greater protections of the streetscape.

(Ord. 5792 Sec. 1 (part), 2018)

4.14.0650: - Small Cell Permit and Minor Deviations.

- (1) The Director shall review applications for Small Cell Permits for small cell deployments approved by a franchise or described in a concurrent franchise application. The Director may authorize minor deviations in the Small Cell Permit from the dimensional design and concealment technologies referenced in the exhibits to the franchise or the design standards aesthetic design and concealment standards for small cell facilities set forth in 4.14.050.
- (2) A deviation in height of the pole of up to ten feet above the height of the existing pole, by the franchise or from a design approved for a Design Zone may be permitted. Replacement poles may exceed the height of the existing pole by up to ten feet.
- (3) Deviations in the dimensions or volume of small cell facilities which do not exceed the cumulative total provided by the definition of a small cell facility as small wireless facilities in 47 CFR 1.6002 RCW 80.36.375 may be considered a minor deviation when an applicant replaces components of an existing, approved small cell facility. Similarly, the addition of antennae on a pole, not to exceed a cumulative total of six cubic feet shall be considered a minor deviation. Provided, however, that in each instance the new or revised facilities shall not defeat the concealment features set by City's aesthetic generally applicable pole design and concealment standards adopted pursuant to the franchise, and KMC 4.14.050+8.12.315.
- (4) Small Cell Permits to install facilities including approval of minor deviations shall be processed within the time limits established by 47 CFR 1.6003 unless tolled as provided in the regulation. 90 days of receipt of a complete application and final approval of a franchise, whichever occurs last.
- (5) The decision of the Director to approve a Small Cell Permit with a minor deviation, if any, shall be final.

(Ord. 5792 Sec. 1 (part), 2018; Ord. 5733 Sec. 1 (part), 2017)

4.14.0760: - Significant Deviations.

Any request for significant deviations from the approved small cell facilities design designated in the franchise, Small Cell Permit or City's design standards shall be considered an administrative use permit under the provisions of KMC 18.12.310 and if applicable, pursuant to the timelines established by Chapter 4.16 KMC or the presumptive time periods established by 47 CFR § 1.6003. Approval of a significant deviation is permitted only if the Director finds that denial would constitute an effective prohibition of the applicant's provision of services. Unless authorized pursuant to KMC 4.14.050(2) an applicant seeking approval of a new pole or a replacement pole in a Design Zone or Undergrounded Areas designated by KMC 18.12.315(3)(a) shall be subject to the same review process.

(Ord. 5792 Sec. 1 (part), 2018; Ord. 5733 Sec. 1 (part), 2017)

4.14.0870: - Wireless Communication and Small Cell Deployment Facility Approvals and Processes.

Approval of a franchise, Small Cell Permit and/or other approval referenced in this chapter shall be considered in a consolidated administrative process are conditioned on the following requirements:

- (1) Satisfaction of applicable performance standards such as noise and light regulations.
- (2) Comply with adopted design and concealment standards, applicable to replacement utility poles and new utility poles and structures in a Design Zone or Undergrounded Areas.
- (3) Obtain the written approval of the owner of any utility pole for the installation of its facilities on such utility pole. Approval of a franchise does not authorize attachment to City-owned utility poles or other structures.
- (4) Unless specifically provided for in a franchise, obtain a lease from the City to utilize the City's ground space for the installation of any new pole, a replacement utility pole over 60 feet or to locate any new ground-based structure, base station or other attendant equipment on City right-of-way or City property.
- (5) Comply with all City construction standards and State and federal codes when operating in the right-of-way and obtain a required permit to enter the right-if-way.
- (6) A franchise which includes a facility which is not exempt from Critical Areas, Shorelines or SEPA review shall be processed in the provisions of Chapters 4.08 and Chapters 18.58 to 18.68 KMC.
- (7) Small Cell facilities approved pursuant to this chapter shall be considered as an outright permitted use when located within the right-of-way.

(Ord. 5792 Sec. 1 (part), 2018; Ord. 5733 Sec. 1 (part), 2017)

~~4.14.080: - Additional Review Procedures.~~

~~Wireless communication facilities in Critical Areas or Shorelines Management Zones are subject to review as provided in Chapters 18.58 et seq. and 18.68 KMC.~~

~~(Ord. 5733 Sec. 1 (part), 2017)~~

~~4.14.090: Expedited Review.~~

~~An applicant, at its option, may opt for expedited review. Absent such a request, the City will process applications on a first come, first served basis, taking into account its resources and the federal shot clocks incorporated by Chapter 4.16 KMC. An applicant requesting expedited review may select a third party consultant from a list established by the City through requests for qualifications or may propose an independent reviewing entity for review by the City. Such entity shall be engaged pursuant to a third party contract. The applicant shall be responsible for paying all costs incurred in the expedited review process. Nothing herein shall be deemed to require an applicant to utilize expedited review.~~

~~(Ord. 5733 Sec. 1 (part), 2017)~~

~~4.14.100: Compliance with State Processing Limitations.~~

~~Review of franchise and Small Cell Permits shall comply with the provisions of RCW 35.99.030. Applications shall be reviewed, completeness determined and the timeframe tolled as provided in Chapter 5.20 and Chapter 4.16 KMC if applicable.~~

~~(Ord. 5733 Sec. 1 (part), 2017)~~

Section 2. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of December, 2018, and signed in authentication of its passage this 18th day of December, 2018.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5792 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 19th day of
December, 2018.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

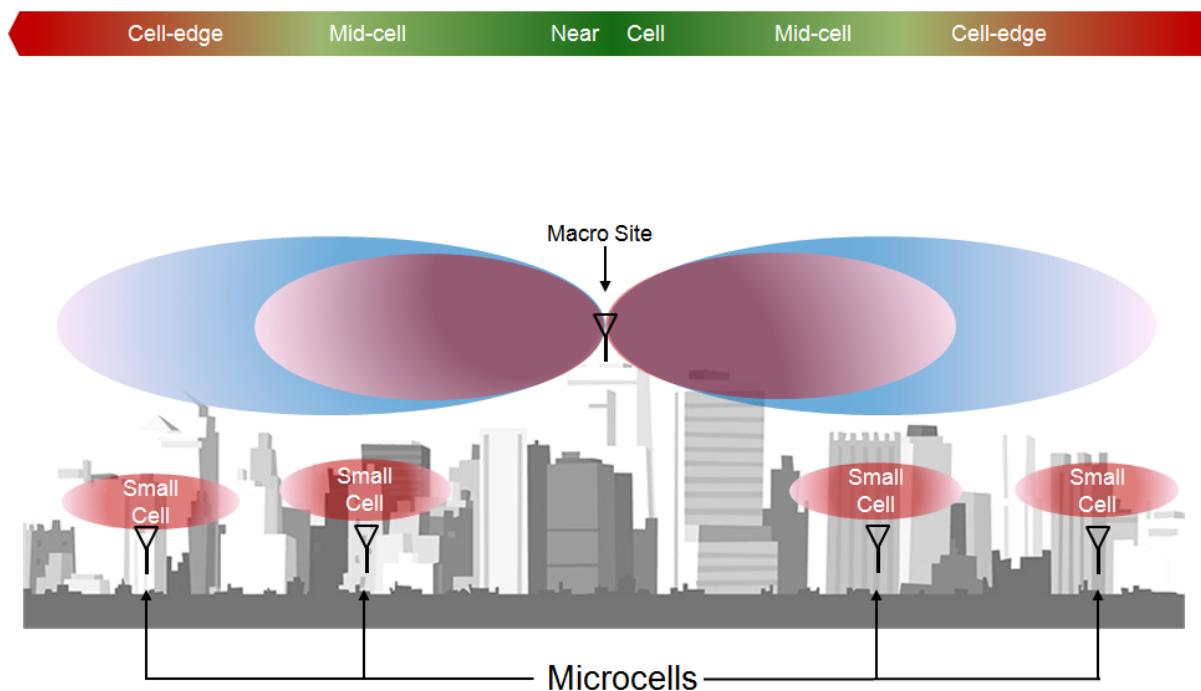
Small Cell Code Amendments

FCC Order Discussion

Proposed Amendments

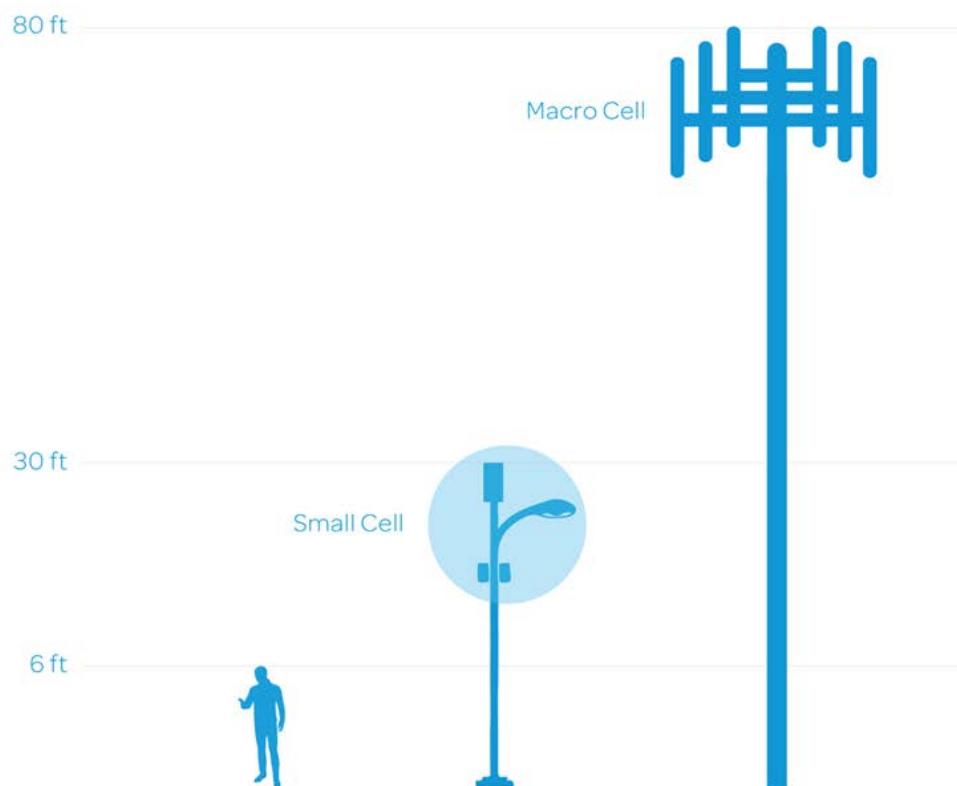
Small Cell Facilities

Macro vs Small Cell



Small Cell Facilities

Different technology, different process



FCC Preemption Order

Small Cell Facilities

- FCC Preemption Order Issued September 27, 2018;
- Establishes new shot clocks for processing applications for franchise, small cell permit, right of way permit;
 - 60 days collocation – placement of small cells on existing facilities;
 - 90 days for new structures;
 - Shot clocks apply to all aspects of the approval and siting process;
 - Shot clock starts from the date the application is declared complete;
 - No need for expedited review option.

FCC Preemption Order

Small Cell Facilities

- Cities must publish aesthetic standards for pole attachments, replacement poles, attachments to structures – cities have 180 days from publication of the order to adopt standards;
- Defines “effective prohibition” – “whether the ordinance materially inhibits or limits the ability of any competitor to compete in a fair and balanced legal and regulatory environment.”

FCC Preemption Order

Small Cell Facilities

- Order sets a maximum presumptively reasonable fees for usage of the right-of-way, permit fees and access to city structures within the ROW:
 - \$500 one time application fee for up to 5 applications for small wireless facilities;
 - Recurring fees for attachment to city structures in the ROW \$270 per small cell facility annually;
 - FCC Order Effective date January 14, 2019.

Proposed Amendments

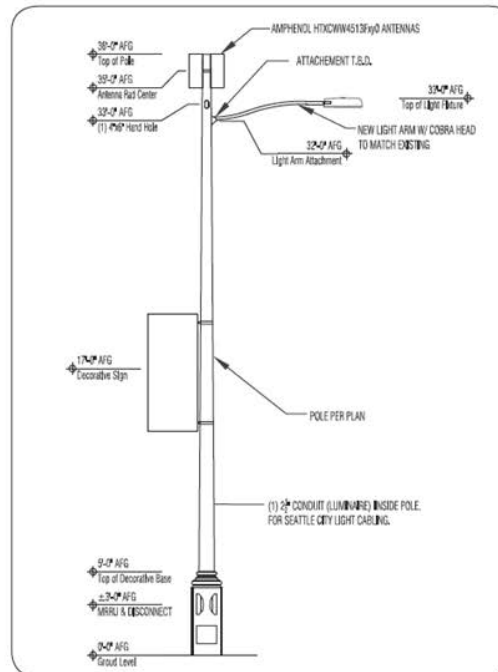
- KMC 4.14:
 - Consolidation of review to meet shot clock;
 - Incorporate definition of small cell from the FCC order;
 - Allows for PW Director to adopt rules addressing the integrity of city structures;
 - Aesthetic standards moved from 18.12.315 to 4.14 – adds additional standards depending upon attachment to wood or metal poles.
- KMC 4.16:
 - Definition section amended to reflect the proper cross reference;
 - Adopts the federal shot clocks.

Small Cell Facilities



Small Cell Facilities

Small Cell Deployment: Simulation for Seattle (equipment in base)



Proposed Amendments

- KMC 5.20:
 - Adopts new tolling provision consistent with FCC Order; ten days to determine completeness if it's a small cell franchise application.
- KMC 18.12.310:
 - Housekeeping amendments related to application of the FCC Order to small cell facilities outside of the right of way.
- KMC 18.12.315:
 - Amended to move the aesthetic standards to KMC 4.14.

Small Cell Code Amendments

- Planning Commission Workshop November 19th
- Planning Commission Public Hearing December 3rd
- City Council Workshop December 4th
- City Council adoption December 18th

Questions?



**KENNEWICK PLANNING COMMISSION
DECEMBER 3, 2018
MEETING MINUTES**

CALL TO ORDER

Chairman Pacheco called the meeting to order at 6:30 p.m.

Vice Chairman Morris led the Pledge of Allegiance.

Recorder Terri Wright called the roll and found the following:

Present: Commissioners Rob Rettig, Charles Torelli, Vice Chairman Morris and Chairman Pacheco.

Excused: Commissioners Anthony Moore, Clark Stolle, and Thomas Helgeson.

Unexcused: None

Staff Present: Greg McCormick, AICP Planning Director; Wes Romine, Development Services Manager; Steve Donovan, Planner; Lisa Beaton, City Attorney; Terri Wright, City Clerk/Recorder.

CONSENT AGENDA

- a. Approval of Agenda
- b. Approval of the September 17, 2018 Meeting Minutes
- c. Motion to enter Staff Reports into the Record

Commissioner Morris moved to accept the consent agenda, amending page 2 of the minutes under COZ 18-04 public hearing to "...Vice-Chairman Morris asked for a motion". Commissioner Rettig seconded the motion. The motion carried unanimously.

PUBLIC HEARINGS

Chairman Pacheco opened the public hearing at 6:33 p.m. for Small Cells Facilities. Applicant is Lisa Beaton, City Attorney City of Kennewick, 210 W. 6th Avenue, Kennewick, WA 99336.

Ms. Beaton gave a brief overview of the staff report, referenced the November 19, 2018 Planning Commission workshop session covering the proposed changes, and presented a Power Point of the staff report; Staff recommends that the Planning Commission concur with the Findings and Conditions of the staff report Small Cells Facilities, and recommend to City Council approval of the request.

Planning Commission questions included: Questions by Commissioners Torelli, Morris and Rettig; franchises, pole locations, right-of-way, aesthetics, impacts, Benton PUD, pedestrians.

Testimony of Applicant:

City is applicant.

Testimony in favor:

Jason Briscoe, Verizon
1313 N. Atlantic
Spokane, WA

Spoke in favor of the proposal.

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for Small Cells Facilities closed at 7:07 p.m.

Chairman Pacheco asked for a motion.

Commissioner Torelli moved to concur with the findings and conclusions in staff report ZOA #17-10 Small Cells Facilities and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion included: Commissioner Rettig questioned whether the letter received from WPG (Wireless Policy Group) be considered as part of Commissioner Torelli's motion.

Ms. Beaton said the motion needs to be amended to reflect the inclusion of the letter in the Planning Commission recommendation to the City Council, if that is the Planning Commission decision.

Ms. Wright said the staff report the Commissioners received didn't include the WPG letter, so the motion should be amended if the Planning Commission wants the WPG letter included in the Council recommendation.

Commissioner Torelli moved to amend the original motion to include the WPG letter, specifically referencing changes to the Chapter 5.20.30 of the application, in the Planning Commission recommendation to the City Council.

Commissioner Rettig seconded the motion.

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:14 p.m. for Change of Zone (COZ) #18-05 proposing to change 23.15 acres from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF), for property located at 1000 W. 4th Avenue, Kennewick, WA 99336. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-05 and recommend to City Council approval of the request.

Planning Commission questions included: None

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Helping school district with this project; this is follow up to comprehensive plan amendment previously submitted; will clean up the zoning to more appropriate public facility designation in keeping with comprehensive plan.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-05 closed at 7:19 p.m.

Chairman Ed Pacheco asked for a motion.

Vice Chairman Morris moved to concur with the findings and conclusions in staff report COZ 18-05 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion included: None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:20 p.m. for Change of Zone (COZ) 18-06 proposing to change 2 parcels of land 7.42 and 4.14 acres in size from Industrial Light (IL) to Public Facility (PF), and one parcel of land 31.54 acres in size from Open Space

(OS) to Public Facility (PF), located at the railroad right of way at the west and east of N. Edison Street, and at 600 N. Arthur St. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Romine gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-06 and recommend to City Council approval of the request.

Planning Commission questions included:

How Kamiakin High School has been zoned Open Space for past 45 years.

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Another Comprehensive Plan clean-up; have been looking at all school facilities for house-keeping zoning.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-06 closed at 7:26 p.m.

Chairman Pacheco asked for a motion.

Commissioner Torelli moved to concur with the findings and conclusions in staff report COZ 18-06 and forward a recommendation to City Council APPROVAL of the request.

Vice Chairman Morris seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:27 p.m. for Change of Zone (COZ) 18-09 proposing to change 2 acres of land located at 1863, 1903, and 1917 W. 19th Avenue

from Residential, Suburban (RS) and Residential, Low (RL) to Residential, Medium (RM). Applicant is Brad Beauchamp, 4001 S. Vancouver St., Kennewick, WA 99337.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-09 and recommend to City Council approval of the request.

Planning Commission questions included: Any comments from surrounding property owners.

Testimony of Applicant:

Brad Beauchamp
4001 S. Vancouver St.
Kennewick 99337

Acquired property, talked to staff last year will move forward with medium density, duplexes.

Testimony in favor:

None

Testimony neutral or against:

Jeff Robbins
290 Moore Rd
Pasco, WA 99301

Own property at 1831 W. 19th Ave; questioning medium density zoning, thought it was going to be single family.

Staff final comments:

None

Public Testimony for COZ 18-09 closed at 7:35 p.m.

Chairman Pacheco asked for a motion.

Commissioner Rettig moved to concur with the findings and conclusions in staff report COZ 18-09 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Torelli seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.

VISITORS NOT ON AGENDA:

None

OLD BUSINESS:

- a. **City Council Action Updates** – Area wide re-zone for agricultural was approved by City Council; there was a time-gap, it took a considerable amount of time refining the legal descriptions.

NEW BUSINESS:

None

REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

Commissioner Torelli wanted on the record, discussed at last workshop; containing Urban Mixed Use, it requires a master plan for more than 20 acres prior to zoning mixed use; need to be able to restrict that somewhat until Vista Field and Bridge to Bridge is further along.

Commissioner Rettig to clarify small cells amended motion, would that be considered staff report as submitted at the hearing.

ADJOURNMENT:

The meeting was adjourned at 7:42 p.m.

Council Agenda Coversheet 	Agenda Item Number	5.a.(2)	Council Date	12/18/2018	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Federally Required Review Periods			Public Mtg / Hrg	☐
	Ordinance/Reso #	5793	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	City Attorney				

Recommendation

Adopted Ordinance 5793 relating to Federally Required Review Periods and amending KMC 4.16.

Motion for Consideration

I move to adopt Ordinance 5793.

Summary

The proposed amendments to KMC 4.14, 4.16, 5.20 and 18.12 are intended to revise the City's small cell provisions to comply with the FCC Order issued September 27, 2018. The Order dramatically preempts local authority on the siting of cellular wireless technology – specifically small cell facilities in the public rights of way. The effective date of the new FCC rules is January 14, 2019. The new rules will: (1) shorten the time cities have to process small cell applications to either 60 or 90 days depending on whether they are being mounted on an existing or new structure; (2) limit application fees for small cells to \$500, and recurring fees to \$270 per site, per year for small cells attached to city infrastructure in the right of way; (3) prohibit cities from assessing fees that include anything other than a reasonable approximation of reasonable costs directly related to maintaining the rights-of-way and the small cell facility; and (4) limit aesthetic review and requirements (including undergrounding and historic/environmental requirements) to those that are reasonable, comparable to requirements for other right-of-way users, and published in advance.

Ordinance 5793 amends 4.16 as follows: (1) Definition section is amended to reflect the proper cross reference; and (2) Adopts the federal shot clocks.

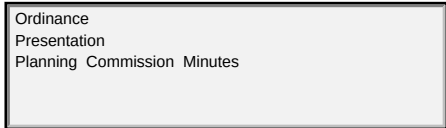
Planning Commission held a public hearing and voted unanimously to recommend approval to City Council.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bonnie Lanning Dec 11, 15:58:33 GMT-0800 2018	Attachments: 
Dept Head Approval	Lisa Beaton Dec 11, 16:04:21 GMT-0800 2018	
City Mgr Approval	Marie Mosley Dec 13, 20:02:11 GMT-0800 2018	

☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5793

AN ORDINANCE RELATING TO FEDERALLY REQUIRED REVIEW
PERIODS AND AMENDING SECTIONS 4.16.020 AND 4.16.050 OF THE
KENNEWICK MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 4.16.020 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

4.16.020: - Definitions.

For the purposes of this chapter as well as KMC [4.14](#), [18.12.310](#), and [18.12.315](#), the
following terms shall have the meaning ascribed to them below:

- (1) *Antenna*: Any exterior apparatus designed for telephonic, radio, data, Internet or other communications through the sending and/or receiving of radio frequency signals including, but not limited to, equipment attached to a tower, pole, light standard, building or other structure for the purpose of providing wireless services.
- (2) *Antenna height*: The vertical distance measured from average building elevation to the highest point of the antenna, or if on a rooftop or other structure, from the top of the roof or structure to the highest point of the antenna. For replacement structures, antenna height is measured from the top of the existing structure to the highest point of the antenna or new structure, whichever is greater.
- (3) *Approved small cell facility*: Any small cell facility that has received all required permits.
- (4) *Base Station*: A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein nor any equipment associated with a tower. Base Station includes, without limitation:
 - (a) Equipment associated with wireless communications services as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
 - (b) Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems ("DAS") and small cell networks).
 - (c) Any structure other than a tower that, at the time the relevant application is filed (with jurisdiction) under this section, supports or houses equipment described in subparagraph (a) and (b) above that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

The term does not include any structure that, at the time the relevant application is filed with the City under this section, does not support or house equipment described in subparagraph (a) and (b) above.

- (5) *Collocation*: The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communication purposes.
- (6) *Concealment elements*: Transmission facilities designed to look like some feature other than a wireless tower or base station or which minimizes the visual impact of an antenna by use of nonreflective materials, appropriate colors and/or a concealment canister.
- (7) *Eligible Facilities Request*: Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:
 - (a) Collocation of new transmission equipment;
 - (b) Removal of transmission equipment; or
 - (c) Replacement of transmission equipment.
- (8) *Eligible support structure*: Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the City.
- (9) *Equipment structure*: A facility, shelter, cabinet or vault used to house and protect electronic or other associated equipment necessary for processing wireless communications signals. "Associated equipment" may include, for example, air conditioning, backup power supplies and emergency generators.
- (10) *Existing*: A constructed tower or base station is existing if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and reviewed because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.
- (11) *Microcells*: Is defined in accord with RCW 80.36.375.
- (12) *Service provider*: Is defined in accord with RCW 35.99.010(6). Service provider shall include those infrastructure companies that provide telecommunications services or equipment to enable the deployment of personal wireless services.
- (13) *Small cell and small cell network*: Are defined in accord with 47 CFR §1.6002 RCW 80.36.375 and its definition of "small cell wireless facilities."
- (14) *Structure*. A pole, tower, base station, or other building whether or not it has an existing antenna facility, that is used or to be used for the provision of personal wireless services (whether on its own or co-mingled with other types of services).
- (154) *Substantial Change*: A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:
 - (a) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than ten percent or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than ten percent or more than ten feet, whichever is greater;
 - (b) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

- (c) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and Base Stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than ten percent larger in height or overall volume than any other ground cabinets associated with the structure;
- (d) It entails any excavation or deployment outside the current site;
- (e) It would defeat the concealment elements of the eligible support structure; or
- (f) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided, however, that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified above.

(165) *Telecommunications service*: Is defined in accord with RCW 35.99.010(7).

(176) *Tower*: Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul and the associated site.

(187) *Transmission equipment*: Equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

(198) *Utility pole*: A structure designed and used primarily for the support of electrical wires, telephone wires, television cable, traffic signals, or lighting for streets, parking areas, or pedestrian paths.

(Ord. 5793 Sec. 1, 2018; Ord. 5733 Sec. 2 (part), 2017)

Section 2. Section 4.16.050 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

4.16.050: - New Wireless Communication Facilities.

Applications for New wireless communications facilities shall be processed within 150 days of receipt of a complete application unless a shorter time period is established by 47 CFR § 1.6003 (b) and (c) as presumptively reasonable. The Director will notify the applicant within ten (10) 30-days of receipt of an application whether it is complete or if additional information is required. Tolling shall occur as provided in 47 CFR § 1.6003 for small cell facility applications
(Ord. 5793 Sec. 2, 2018; Ord. 5733 Sec. 2 (part), 2017)

Section 3. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of December, 2018, and signed in authentication of its passage this 18th day of December, 2018.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5793 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 19th day of
December, 2018.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

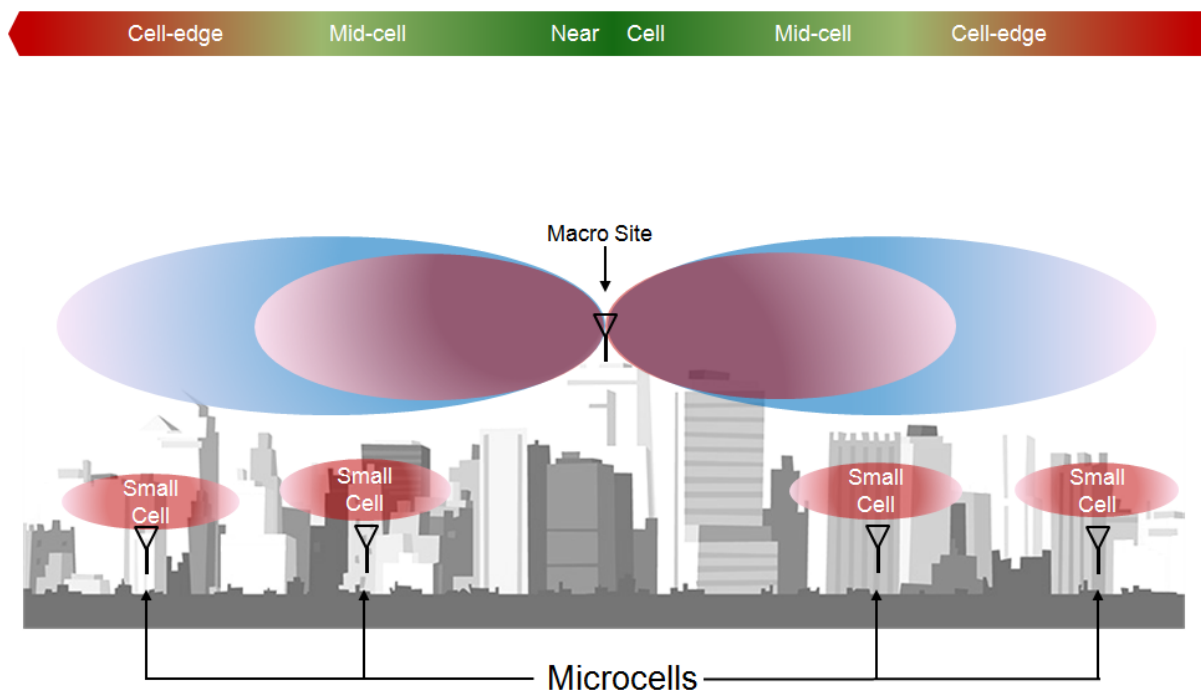
Small Cell Code Amendments

FCC Order Discussion

Proposed Amendments

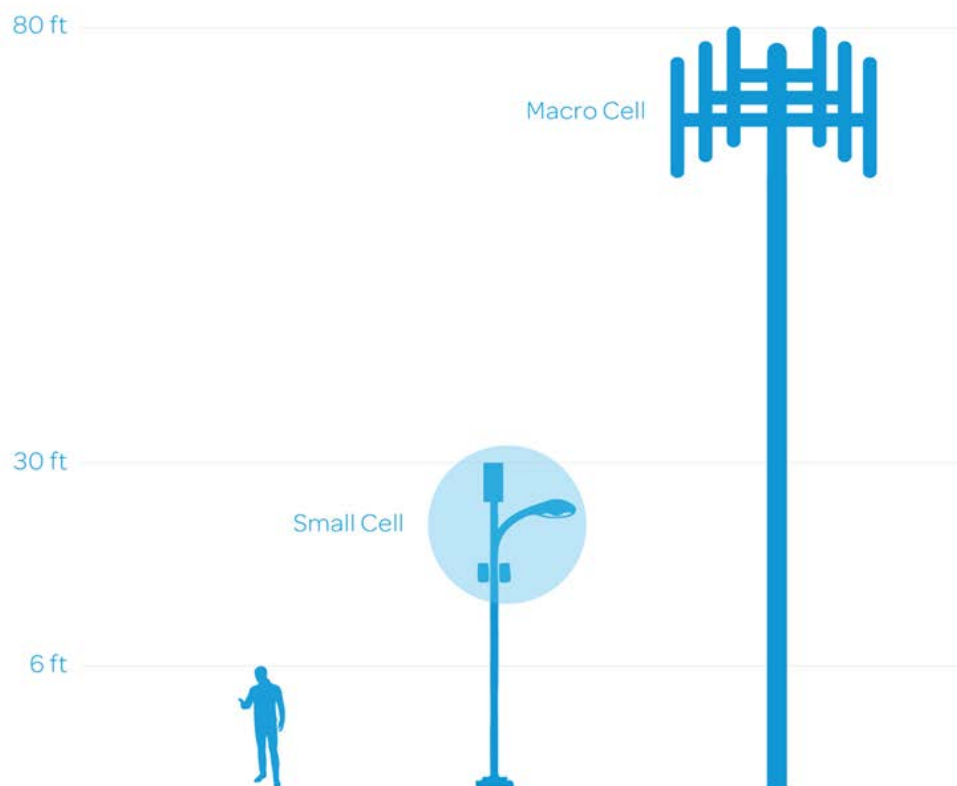
Small Cell Facilities

Macro vs Small Cell



Small Cell Facilities

Different technology, different process



FCC Preemption Order

Small Cell Facilities

- FCC Preemption Order Issued September 27, 2018;
- Establishes new shot clocks for processing applications for franchise, small cell permit, right of way permit;
 - 60 days collocation – placement of small cells on existing facilities;
 - 90 days for new structures;
 - Shot clocks apply to all aspects of the approval and siting process;
 - Shot clock starts from the date the application is declared complete;
 - No need for expedited review option.

FCC Preemption Order

Small Cell Facilities

- Cities must publish aesthetic standards for pole attachments, replacement poles, attachments to structures – cities have 180 days from publication of the order to adopt standards;
- Defines “effective prohibition” – “whether the ordinance materially inhibits or limits the ability of any competitor to compete in a fair and balanced legal and regulatory environment.”

FCC Preemption Order

Small Cell Facilities

- Order sets a maximum presumptively reasonable fees for usage of the right-of-way, permit fees and access to city structures within the ROW:
 - \$500 one time application fee for up to 5 applications for small wireless facilities;
 - Recurring fees for attachment to city structures in the ROW \$270 per small cell facility annually;
 - FCC Order Effective date January 14, 2019.

Proposed Amendments

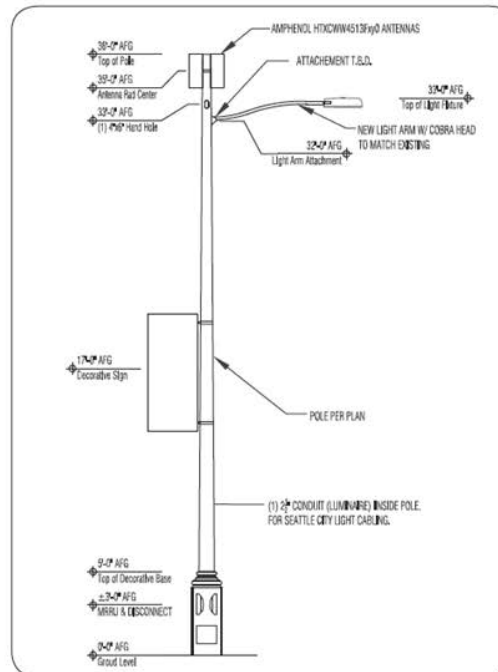
- KMC 4.14:
 - Consolidation of review to meet shot clock;
 - Incorporate definition of small cell from the FCC order;
 - Allows for PW Director to adopt rules addressing the integrity of city structures;
 - Aesthetic standards moved from 18.12.315 to 4.14 – adds additional standards depending upon attachment to wood or metal poles.
- KMC 4.16:
 - Definition section amended to reflect the proper cross reference;
 - Adopts the federal shot clocks.

Small Cell Facilities



Small Cell Facilities

Small Cell Deployment: Simulation for Seattle (equipment in base)



Proposed Amendments

- KMC 5.20:
 - Adopts new tolling provision consistent with FCC Order; ten days to determine completeness if it's a small cell franchise application.
- KMC 18.12.310:
 - Housekeeping amendments related to application of the FCC Order to small cell facilities outside of the right of way.
- KMC 18.12.315:
 - Amended to move the aesthetic standards to KMC 4.14.

Small Cell Code Amendments

- Planning Commission Workshop November 19th
- Planning Commission Public Hearing December 3rd
- City Council Workshop December 4th
- City Council adoption December 18th

Questions?



**KENNEWICK PLANNING COMMISSION
DECEMBER 3, 2018
MEETING MINUTES**

CALL TO ORDER

Chairman Pacheco called the meeting to order at 6:30 p.m.

Vice Chairman Morris led the Pledge of Allegiance.

Recorder Terri Wright called the roll and found the following:

Present: Commissioners Rob Rettig, Charles Torelli, Vice Chairman Morris and Chairman Pacheco.

Excused: Commissioners Anthony Moore, Clark Stolle, and Thomas Helgeson.

Unexcused: None

Staff Present: Greg McCormick, AICP Planning Director; Wes Romine, Development Services Manager; Steve Donovan, Planner; Lisa Beaton, City Attorney; Terri Wright, City Clerk/Recorder.

CONSENT AGENDA

- a. Approval of Agenda
- b. Approval of the September 17, 2018 Meeting Minutes
- c. Motion to enter Staff Reports into the Record

Commissioner Morris moved to accept the consent agenda, amending page 2 of the minutes under COZ 18-04 public hearing to "...Vice-Chairman Morris asked for a motion". Commissioner Rettig seconded the motion. The motion carried unanimously.

PUBLIC HEARINGS

Chairman Pacheco opened the public hearing at 6:33 p.m. for Small Cells Facilities. Applicant is Lisa Beaton, City Attorney City of Kennewick, 210 W. 6th Avenue, Kennewick, WA 99336.

Ms. Beaton gave a brief overview of the staff report, referenced the November 19, 2018 Planning Commission workshop session covering the proposed changes, and presented a Power Point of the staff report; Staff recommends that the Planning Commission concur with the Findings and Conditions of the staff report Small Cells Facilities, and recommend to City Council approval of the request.

Planning Commission questions included: Questions by Commissioners Torelli, Morris and Rettig; franchises, pole locations, right-of-way, aesthetics, impacts, Benton PUD, pedestrians.

Testimony of Applicant:

City is applicant.

Testimony in favor:

Jason Briscoe, Verizon
1313 N. Atlantic
Spokane, WA

Spoke in favor of the proposal.

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for Small Cells Facilities closed at 7:07 p.m.

Chairman Pacheco asked for a motion.

Commissioner Torelli moved to concur with the findings and conclusions in staff report ZOA #17-10 Small Cells Facilities and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion included: Commissioner Rettig questioned whether the letter received from WPG (Wireless Policy Group) be considered as part of Commissioner Torelli's motion.

Ms. Beaton said the motion needs to be amended to reflect the inclusion of the letter in the Planning Commission recommendation to the City Council, if that is the Planning Commission decision.

Ms. Wright said the staff report the Commissioners received didn't include the WPG letter, so the motion should be amended if the Planning Commission wants the WPG letter included in the Council recommendation.

Commissioner Torelli moved to amend the original motion to include the WPG letter, specifically referencing changes to the Chapter 5.20.30 of the application, in the Planning Commission recommendation to the City Council.

Commissioner Rettig seconded the motion.

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:14 p.m. for Change of Zone (COZ) #18-05 proposing to change 23.15 acres from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF), for property located at 1000 W. 4th Avenue, Kennewick, WA 99336. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-05 and recommend to City Council approval of the request.

Planning Commission questions included: None

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Helping school district with this project; this is follow up to comprehensive plan amendment previously submitted; will clean up the zoning to more appropriate public facility designation in keeping with comprehensive plan.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-05 closed at 7:19 p.m.

Chairman Ed Pacheco asked for a motion.

Vice Chairman Morris moved to concur with the findings and conclusions in staff report COZ 18-05 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion included: None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:20 p.m. for Change of Zone (COZ) 18-06 proposing to change 2 parcels of land 7.42 and 4.14 acres in size from Industrial Light (IL) to Public Facility (PF), and one parcel of land 31.54 acres in size from Open Space

(OS) to Public Facility (PF), located at the railroad right of way at the west and east of N. Edison Street, and at 600 N. Arthur St. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Romine gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-06 and recommend to City Council approval of the request.

Planning Commission questions included:

How Kamiakin High School has been zoned Open Space for past 45 years.

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Another Comprehensive Plan clean-up; have been looking at all school facilities for house-keeping zoning.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-06 closed at 7:26 p.m.

Chairman Pacheco asked for a motion.

Commissioner Torelli moved to concur with the findings and conclusions in staff report COZ 18-06 and forward a recommendation to City Council APPROVAL of the request.

Vice Chairman Morris seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:27 p.m. for Change of Zone (COZ) 18-09 proposing to change 2 acres of land located at 1863, 1903, and 1917 W. 19th Avenue

from Residential, Suburban (RS) and Residential, Low (RL) to Residential, Medium (RM). Applicant is Brad Beauchamp, 4001 S. Vancouver St., Kennewick, WA 99337.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-09 and recommend to City Council approval of the request.

Planning Commission questions included: Any comments from surrounding property owners.

Testimony of Applicant:

Brad Beauchamp
4001 S. Vancouver St.
Kennewick 99337

Acquired property, talked to staff last year will move forward with medium density, duplexes.

Testimony in favor:

None

Testimony neutral or against:

Jeff Robbins
290 Moore Rd
Pasco, WA 99301

Own property at 1831 W. 19th Ave; questioning medium density zoning, thought it was going to be single family.

Staff final comments:

None

Public Testimony for COZ 18-09 closed at 7:35 p.m.

Chairman Pacheco asked for a motion.

Commissioner Rettig moved to concur with the findings and conclusions in staff report COZ 18-09 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Torelli seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.

VISITORS NOT ON AGENDA:

None

OLD BUSINESS:

- a. **City Council Action Updates** – Area wide re-zone for agricultural was approved by City Council; there was a time-gap, it took a considerable amount of time refining the legal descriptions.

NEW BUSINESS:

None

REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

Commissioner Torelli wanted on the record, discussed at last workshop; containing Urban Mixed Use, it requires a master plan for more than 20 acres prior to zoning mixed use; need to be able to restrict that somewhat until Vista Field and Bridge to Bridge is further along.

Commissioner Rettig to clarify small cells amended motion, would that be considered staff report as submitted at the hearing.

ADJOURNMENT:

The meeting was adjourned at 7:42 p.m.

Council Agenda Coversheet 	Agenda Item Number	5.a.(3)	Council Date	12/18/2018	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Franchise for Use of the Right-of-Way			Public Mtg / Hrg	☐
	Ordinance/Reso #	5794	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	City Attorney				

Recommendation

Adopt Ordinance 5794 relating to Franchise for Use of the Right-of-Way and amending KMC 5.20.

Motion for Consideration

I move to adopt Ordinance 5794.

Summary

The proposed amendments to KMC 4.14, 4.16, 5.20 and 18.12 are intended to revise the City's small cell provisions to comply with the FCC Order issued September 27, 2018. The Order dramatically preempts local authority on the siting of cellular wireless technology – specifically small cell facilities in the public rights of way. The effective date of the new FCC rules is January 14, 2019. The new rules will: (1) shorten the time cities have to process small cell applications to either 60 or 90 days depending on whether they are being mounted on an existing or new structure; (2) limit application fees for small cells to \$500, and recurring fees to \$270 per site, per year for small cells attached to city infrastructure in the right of way; (3) prohibit cities from assessing fees that include anything other than a reasonable approximation of reasonable costs directly related to maintaining the rights-of-way and the small cell facility; and (4) limit aesthetic review and requirements (including undergrounding and historic/environmental requirements) to those that are reasonable, comparable to requirements for other right-of-way users, and published in advance.

Ordinance 5794 amends KMC 5.20 to adopt new tolling provision consistent with FCC Order, ten days to determine completeness if it's a small cell franchise application.

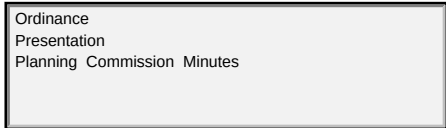
Planning Commission held a public hearing and voted unanimously to recommend approval to City Council.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bonnie Lanning Dec 11, 16:15:01 GMT-0800 2018	Attachments: 
Dept Head Approval	Lisa Beaton Dec 11, 16:20:04 GMT-0800 2018	
City Mgr Approval	Marie Mosley Dec 13, 20:03:53 GMT-0800 2018	

☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5794

AN ORDINANCE RELATING TO FRANCHISE FOR USE OF RIGHT-OF-
WAY AND AMENDING SECTIONS 5.20.030 AND 5.20.050 AND ADDING
A NEW SECTION 5.20.055 TO THE KENNEWICK MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 5.20.030 of the Kennewick Municipal Code, be and the same hereby is
amended to read as follows:

5.20.030: Application – Contents.

The director is authorized to establish an application form or forms appropriate for telecommunications entities, public utilities and other qualified service providers to apply for a franchise. The form shall contain at a minimum:

- (1) Information identifying the applicant, its corporate or other organizational structure, and the agent or individual filling out the application.
- (2) Property and facility information including, but not limited to:
 - (a) The nature of the application as an application for a new franchise, an application for renewal or amendment or an application for the transfer of a franchise.
 - (b) A description of the specific services that the applicant expects to provide within the City including whether the services will be provided to the general public, to commercial and/or residential customers or to other utilities and service providers.
 - (c) A general description of the facilities to be located in the right-of-way including, but not limited to, wireline facilities, cable service, telecommunications service facilities, conduits, pipelines, and other facilities appropriate to the specific utility or service providers' utilization of the right-of-way.
 - (d) Where appropriate, information relating to pole attachment or lease agreements with the owners of other facilities located in the right-of-way.
 - (e) Any licenses, certificates or authorizations required from the Federal Communications Commission, the Washington Utilities and Transportation Commission and any other federal or state agency with jurisdiction over the proposed activities to be conducted in the right-of-way.
 - (f) Information relating to utility taxes including a description of the services provided and any and all state and local taxes which may apply.
 - (g) The service area for which the franchise is requested, including a map of the area to be covered by the franchise and specific locations of the initial build out and, if known, proposes future build out locations including which proposed facilities will be underground, ground based and/or aerial.

- (h) Upon request from the City, financial statements prepared in accordance with generally accepted accounting principles demonstrating the applicant's financial ability to construct, operate, maintain, relocate and remove its telecommunications facilities. This provision shall not apply when prohibited by the Federal Telecommunications Act.
- (i) A representative list of ~~all~~ up to five cities or towns in the State of Washington in which the applicant holds a franchise.
- (j) Such other information as the director, in his/her discretion shall deem appropriate.

(Ord. 5794 Sec. 1, 2018; Ord. 5734 Sec. 1 (part) 2017)

Section 2. Section 5.20.050 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

5.20.050: Completeness.

Completeness of the application shall be determined in accordance with this section unless the KMC 5.20.050. Franchise is an application for the deployment of small cell facilities. See KMC 5.20.055. and Small Cell Applications. The Director or his/her designee shall review an application for completeness and notify the applicant within 30 days of submission whether the application is complete, provided, however, that an applicant may consent to a different completeness review period. A service provider may resubmit an incomplete application within 60 days of notice by the Director. Failure to resubmit an application in a timely manner shall be deemed a withdrawal of that application. An applicant shall be notified in writing of the approval or denial of the application. No application shall be deemed complete without the fee deposit set by the Director.

(Ord. 5794 Sec. 2, 2018; Ord. 5734 Sec. 1 (part), 2017)

Section 3. There is hereby added a new Section 5.20.055 to the Kennewick Municipal Code, to read as follows:

5.20.055: Small Cell Franchises – Completeness.

An application to utilize the Public Right-of-Way for the deployment of small cell facilities shall be reviewed and written notice of completeness provided on or before the tenth day after submission. Tolling and resubmittal shall be governed by 47 CFR § 1.6003 (d).

(Ord. 5794 Sec. 3, 2018)

Section 4. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of December, 2018, and signed in authentication of its passage this 18th day of December, 2018.

DON BRITAIN, Mayor

Attest:

TERRI L. WRIGHT, City Clerk

Approved as to Form:

ORDINANCE NO. 5794 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 19th day of
December, 2018.

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

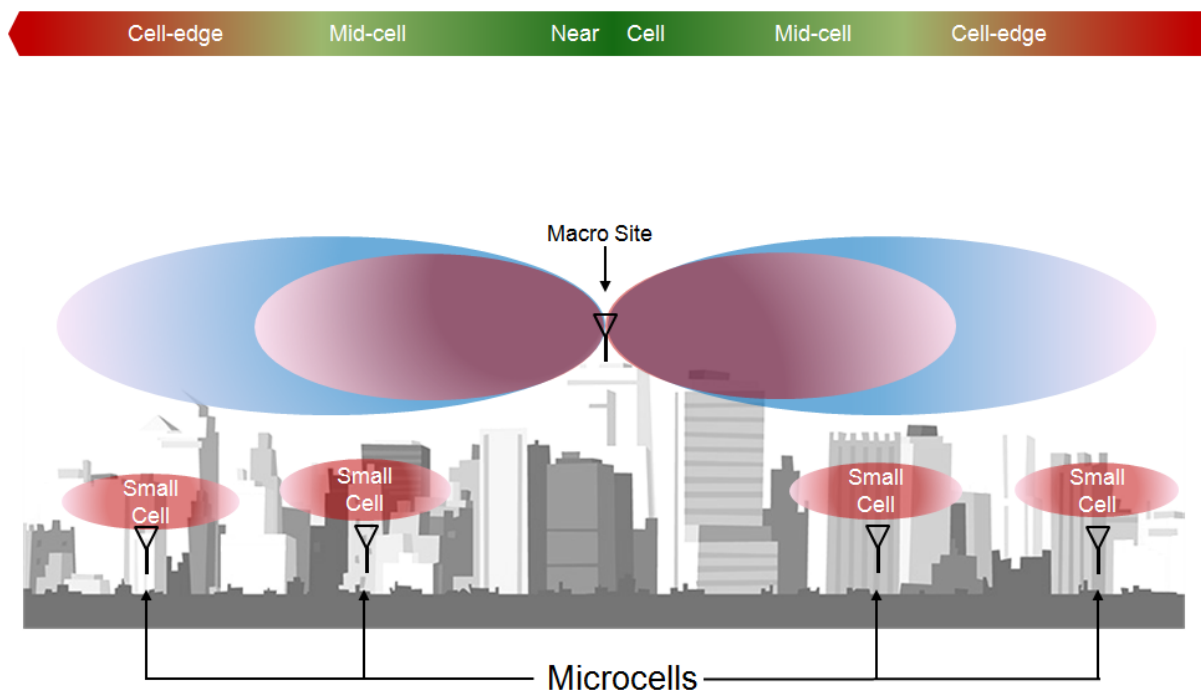
Small Cell Code Amendments

FCC Order Discussion

Proposed Amendments

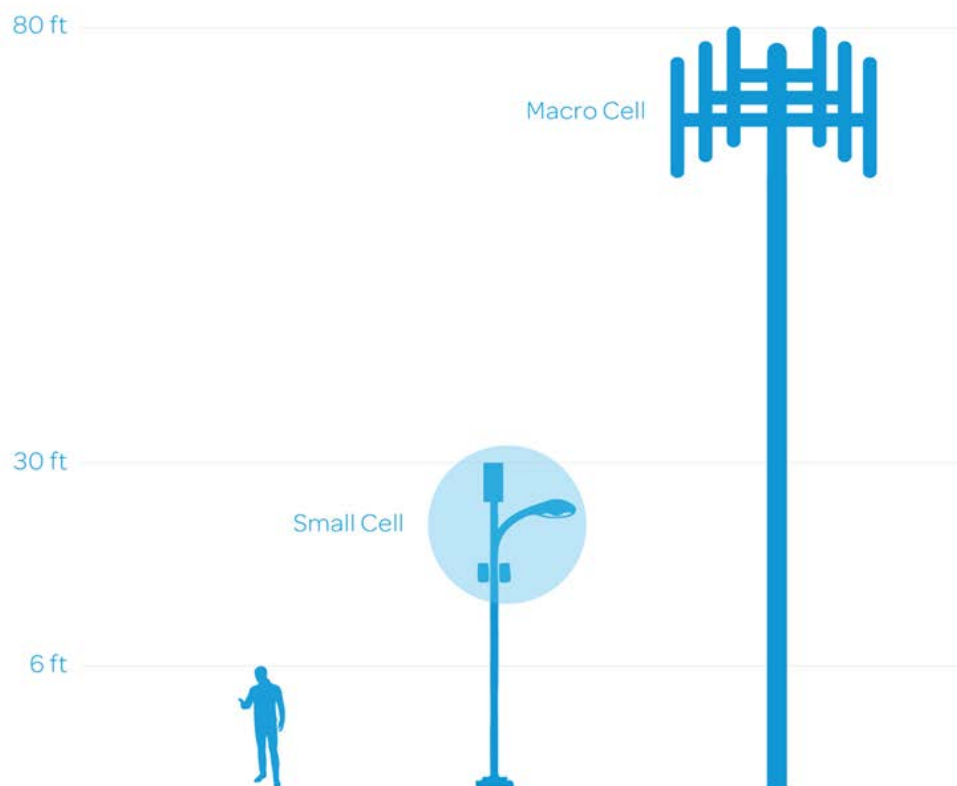
Small Cell Facilities

Macro vs Small Cell



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FCC Preemption Order

Small Cell Facilities

- FCC Preemption Order Issued September 27, 2018;
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Small Cell Facilities

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Proposed Amendments

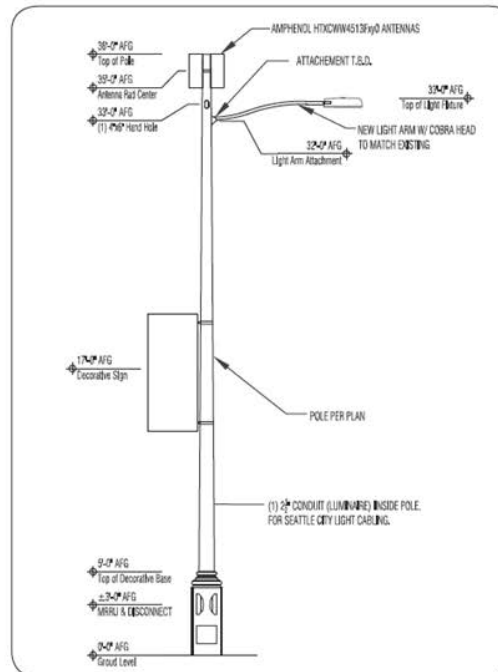
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 - Consolidation of review to meet shot clock;
 - Incorporate definition of small cell from the FCC order;
 - Allows for PW Director to adopt rules addressing the integrity of city structures;
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- KMC 4.16:
 - Definition section amended to reflect the proper cross reference;
 - Adopts the federal shot clocks.

Small Cell Facilities



Small Cell Facilities

Small Cell Deployment: Simulation for Seattle (equipment in base)



Proposed Amendments

- KMC 5.20:
 - Adopts new tolling provision consistent with FCC Order; ten days to determine completeness if it's a small cell franchise application.
- KMC 18.12.310:
 - Housekeeping amendments related to application of the FCC Order to small cell facilities outside of the right of way.
- KMC 18.12.315:
 - Amended to move the aesthetic standards to KMC 4.14.

Small Cell Code Amendments

- Planning Commission Workshop November 19th
- Planning Commission Public Hearing December 3rd
- City Council Workshop December 4th
- City Council adoption December 18th

Questions?



**KENNEWICK PLANNING COMMISSION
DECEMBER 3, 2018
MEETING MINUTES**

CALL TO ORDER

Chairman Pacheco called the meeting to order at 6:30 p.m.

Vice Chairman Morris led the Pledge of Allegiance.

Recorder Terri Wright called the roll and found the following:

Present: Commissioners Rob Rettig, Charles Torelli, Vice Chairman Morris and Chairman Pacheco.

Excused: Commissioners Anthony Moore, Clark Stolle, and Thomas Helgeson.

Unexcused: None

Staff Present: Greg McCormick, AICP Planning Director; Wes Romine, Development Services Manager; Steve Donovan, Planner; Lisa Beaton, City Attorney; Terri Wright, City Clerk/Recorder.

CONSENT AGENDA

- a. Approval of Agenda
- b. Approval of the September 17, 2018 Meeting Minutes
- c. Motion to enter Staff Reports into the Record

Commissioner Morris moved to accept the consent agenda, amending page 2 of the minutes under COZ 18-04 public hearing to "...Vice-Chairman Morris asked for a motion". Commissioner Rettig seconded the motion. The motion carried unanimously.

PUBLIC HEARINGS

Chairman Pacheco opened the public hearing at 6:33 p.m. for Small Cells Facilities. Applicant is Lisa Beaton, City Attorney City of Kennewick, 210 W. 6th Avenue, Kennewick, WA 99336.

Ms. Beaton gave a brief overview of the staff report, referenced the November 19, 2018 Planning Commission workshop session covering the proposed changes, and presented a Power Point of the staff report; Staff recommends that the Planning Commission concur with the Findings and Conditions of the staff report Small Cells Facilities, and recommend to City Council approval of the request.

Planning Commission questions included: Questions by Commissioners Torelli, Morris and Rettig; franchises, pole locations, right-of-way, aesthetics, impacts, Benton PUD, pedestrians.

Testimony of Applicant:

City is applicant.

Testimony in favor:

Jason Briscoe, Verizon
1313 N. Atlantic
Spokane, WA

Spoke in favor of the proposal.

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for Small Cells Facilities closed at 7:07 p.m.

Chairman Pacheco asked for a motion.

Commissioner Torelli moved to concur with the findings and conclusions in staff report ZOA #17-10 Small Cells Facilities and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion included: Commissioner Rettig questioned whether the letter received from WPG (Wireless Policy Group) be considered as part of Commissioner Torelli's motion.

Ms. Beaton said the motion needs to be amended to reflect the inclusion of the letter in the Planning Commission recommendation to the City Council, if that is the Planning Commission decision.

Ms. Wright said the staff report the Commissioners received didn't include the WPG letter, so the motion should be amended if the Planning Commission wants the WPG letter included in the Council recommendation.

Commissioner Torelli moved to amend the original motion to include the WPG letter, specifically referencing changes to the Chapter 5.20.30 of the application, in the Planning Commission recommendation to the City Council.

Commissioner Rettig seconded the motion.

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:14 p.m. for Change of Zone (COZ) #18-05 proposing to change 23.15 acres from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF), for property located at 1000 W. 4th Avenue, Kennewick, WA 99336. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-05 and recommend to City Council approval of the request.

Planning Commission questions included: None

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Helping school district with this project; this is follow up to comprehensive plan amendment previously submitted; will clean up the zoning to more appropriate public facility designation in keeping with comprehensive plan.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-05 closed at 7:19 p.m.

Chairman Ed Pacheco asked for a motion.

Vice Chairman Morris moved to concur with the findings and conclusions in staff report COZ 18-05 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion included: None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:20 p.m. for Change of Zone (COZ) 18-06 proposing to change 2 parcels of land 7.42 and 4.14 acres in size from Industrial Light (IL) to Public Facility (PF), and one parcel of land 31.54 acres in size from Open Space

(OS) to Public Facility (PF), located at the railroad right of way at the west and east of N. Edison Street, and at 600 N. Arthur St. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Romine gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-06 and recommend to City Council approval of the request.

Planning Commission questions included:

How Kamiakin High School has been zoned Open Space for past 45 years.

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Another Comprehensive Plan clean-up; have been looking at all school facilities for house-keeping zoning.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-06 closed at 7:26 p.m.

Chairman Pacheco asked for a motion.

Commissioner Torelli moved to concur with the findings and conclusions in staff report COZ 18-06 and forward a recommendation to City Council APPROVAL of the request.

Vice Chairman Morris seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:27 p.m. for Change of Zone (COZ) 18-09 proposing to change 2 acres of land located at 1863, 1903, and 1917 W. 19th Avenue

from Residential, Suburban (RS) and Residential, Low (RL) to Residential, Medium (RM). Applicant is Brad Beauchamp, 4001 S. Vancouver St., Kennewick, WA 99337.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-09 and recommend to City Council approval of the request.

Planning Commission questions included: Any comments from surrounding property owners.

Testimony of Applicant:

Brad Beauchamp
4001 S. Vancouver St.
Kennewick 99337

Acquired property, talked to staff last year will move forward with medium density, duplexes.

Testimony in favor:

None

Testimony neutral or against:

Jeff Robbins
290 Moore Rd
Pasco, WA 99301

Own property at 1831 W. 19th Ave; questioning medium density zoning, thought it was going to be single family.

Staff final comments:

None

Public Testimony for COZ 18-09 closed at 7:35 p.m.

Chairman Pacheco asked for a motion.

Commissioner Rettig moved to concur with the findings and conclusions in staff report COZ 18-09 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Torelli seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.

VISITORS NOT ON AGENDA:

None

OLD BUSINESS:

- a. **City Council Action Updates** – Area wide re-zone for agricultural was approved by City Council; there was a time-gap, it took a considerable amount of time refining the legal descriptions.

NEW BUSINESS:

None

REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

Commissioner Torelli wanted on the record, discussed at last workshop; containing Urban Mixed Use, it requires a master plan for more than 20 acres prior to zoning mixed use; need to be able to restrict that somewhat until Vista Field and Bridge to Bridge is further along.

Commissioner Rettig to clarify small cells amended motion, would that be considered staff report as submitted at the hearing.

ADJOURNMENT:

The meeting was adjourned at 7:42 p.m.

Council Agenda Coversheet 	Agenda Item Number	5.a.(4)	Council Date	12/18/2018	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Zone Districts and Standards			Public Mtg / Hrg	☐
	Ordinance/Reso #	5795	Contract #		Other	☐
	Project #		Permit #		Quasi-Judicial	☐
	Department	City Attorney				

Recommendation

Adopt Ordinance 5795 relating to Zone Districts and Standards and amending KMC 18.12.

Motion for Consideration

I move to adopt Ordinance 5795.

Summary

The proposed amendments to KMC 4.14, 4.16, 5.20 and 18.12 are intended to revise the City's small cell provisions to comply with the FCC Order issued September 27, 2018. The Order dramatically preempts local authority on the siting of cellular wireless technology – specifically small cell facilities in the public rights of way. The effective date of the new FCC rules is January 14, 2019. The new rules will: (1) shorten the time cities have to process small cell applications to either 60 or 90 days depending on whether they are being mounted on an existing or new structure; (2) limit application fees for small cells to \$500, and recurring fees to \$270 per site, per year for small cells attached to city infrastructure in the right of way; (3) prohibit cities from assessing fees that include anything other than a reasonable approximation of reasonable costs directly related to maintaining the rights-of-way and the small cell facility; and (4) limit aesthetic review and requirements (including undergrounding and historic/environmental requirements) to those that are reasonable, comparable to requirements for other right-of-way users, and published in advance.

Ordinance 5795 amends KMC 18.12 as follows: (1) Housekeeping amendments related to application of the FCC Order to small cell facilities outside of the right-of-way; (2) Amended to move the aesthetic standards to KMC 4.14.

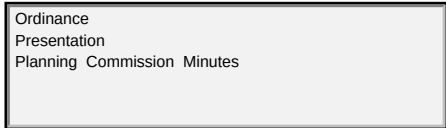
Planning Commission held a public hearing and voted unanimously to recommend approval to City Council.

Alternatives

None recommended.

Fiscal Impact

None.

Through	Bonnie Lanning Dec 11, 16:23:31 GMT-0800 2018	Attachments: 
Dept Head Approval	Lisa Beaton Dec 11, 16:35:40 GMT-0800 2018	
City Mgr Approval	Marie Mosley Dec 13, 20:05:58 GMT-0800 2018	

☐ Recording Required?

CITY OF KENNEWICK
ORDINANCE NO. 5795

AN ORDINANCE ZONE DISTRICTS AND STANDARDS AND AMENDING
SECTIONS 18.12.310 AND 18.12.315 OF THE KENNEWICK MUNICIPAL
CODE

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Section 18.12.310 of the Kennewick Municipal Code, be, and the same hereby is,
amended to read as follows:

18.12.310: Wireless Communication Facilities.

The purpose of this section is to provide predictability to service providers in the permitting process and to allow for site development issues to be addressed through clear and objective siting criteria and development standards. Collocation on existing structures is strongly encouraged to allow for the increased need for wireless communication facilities while minimizing the adverse visual impacts of such facilities. The following facilities are exempt from the coverage of this section; Small cell facilities when located on new, existing utility or replacement structures, ~~within the public right-of-way~~. Colocations and Eligible Facilities Requests outside of the public right-of-way are outright permitted uses, provided they comply with the requirements below. See KMC 4.16.020 for definitions applicable to this section and Chapter 4.16 for time limitations on such requests.

- (1) Collocation of wireless antennas on existing structures is allowed in all zoning districts. The parent structure can be a cellular tower, building, public power line, light pole, other public utility structure, or any multiple-family structure of four units or more. Approval is subject to the following:
 - (a) The addition of a wireless facility with antenna cannot extend more than 20 feet above the highest point of the parent structure.
 - (b) The property owner must provide written permission and the total height of the parent structure must be provided to and approved by the city.
 - (c) Location on a single-family, duplex and triplex dwelling is not permitted.
 - (d) License agreements must be obtained if in a public right-of-way
 - (e) All antennas must be painted a neutral non-reflective color that will blend with the surrounding landscaping and parent facility. Recommended shades are gray, beige, sand, taupe, or light brown. A color chip or other sample of the proposed color must be approved by the Planning Director.
 - (f) All collocations of wireless antenna must comply with the noise standards contained in KMC 9.52.
 - (g) The parent structure shall have been occupied or completed at least six months prior to installation of the subject wireless facility and/or antenna.
- (2) Applications for collocations must include:
 - (a) The type and dimensions of proposed antenna.
 - (b) Written confirmation that upon abandonment of the site, the City of Kennewick will receive a copy of the notice supplied to FCC. The owner of the wireless facility will be responsible for removing the facility and

accessory structures within 60 days of the receipt of that notice by the City. Written confirmation for each operational site is required by February 1 of every calendar year.

- (3) New wireless communication facilities, as defined in KMC 18.09.2220 up to 55 feet in height, are permitted uses in all Commercial, Industrial and Public Facility Districts except "CN" (Commercial, Neighborhood) Districts. The only type of tower allowed for wireless communication facilities are monopoles. New guyed towers or latticed towers are prohibited. New wireless communication facilities, other than collocated facilities, are prohibited in all other zoning districts. A site plan must be approved in accord with KMC 18.42.
- (4) An application for site plan approval of a new wireless telecommunication facility must include the following information in addition to that required as per KMC 18.42.110:
 - (a) The type and dimensions of proposed antenna.
 - (b) Written confirmation that upon abandonment of the site, the City of Kennewick will receive a copy of the notice supplied to FCC. The owner of the wireless facility will be responsible for removing the facility and accessory structures within 60 days of the receipt of that notice by the city. Written confirmation for each operational site is required by February 1 of every calendar year.
 - (c) A hold harmless agreement indemnifying the City of Kennewick from damage caused by structure failure of a wireless communication facility must be filed with the City for each new wireless communication facility site by the telecommunication provider.
- (5) The following development standards are required for site plan approval for new monopoles. These development standards do not apply to collocated facilities;
 - (a) No wireless communication facility may be located within 100 feet of any residential zoning district as measured from the base of the monopoles. Monopoles in Commercial, Industrial and Public Facility zones need only to comply with the setbacks required in the specific zone.
 - (b) All mechanical and technical appurtenances visible from a public street must be screened with a sight-obscuring fence at least six feet in height. Fencing must be provided around the base of the facility and any accessory buildings. The fencing material must be wood or masonry. Chain link fencing with inserted slats does not fulfill the sight-obscuring requirement. Electric fences and barbed wire are not permitted. A locking gate is required.
 - (c) When wireless communication facilities are located on parcels of land that abut residentially-zoned parcels, a five-foot landscaped area is required outside of the fenced area of the site when there is an above-ground accessor building provided. Trees are to be provided at the ratio of one for each ten feet of fencing distance. Climbing evergreen shrubs or vines can be substituted for the required trees and must be planted at the ratio of one for each three feet of fencing distance. The ground cover must be live vegetative planting. All landscaping must be maintained as per KMC 18.21.
 - (d) All wireless facilities must comply with the noise standards contained in KMC 9.52.

(6) Modification or Waiver. The provisions of this Section may be modified or waived if strict application of a provision would effectively prohibit the provision of wireless service by an applicant.

(Ord. 5795 Sec. 1, 2018; Ord. 5735 Sec. 1, 2017; Ord. 5180 Sec. 1, 2007)

Section 2. Section 18.12.315 of the Kennewick Municipal Code, be, and the same hereby is, amended to read as follows:

18.12.315: Wireless Communication Design Standards.

In order to implement the purposes and policy set forth in the City's Comprehensive Plan, this Section provides design and review procedures for the wireless communications facilities qualifying as small cells. These provisions are intended to ~~provide~~establish objective ~~aesthetic~~ design criteria to assist in minimizing the visually obtrusive impacts which can be associated with wireless communications facilities and to encourage creative approaches in the location and construction of wireless communications facilities. See KMC 4.16.020 for definitions applicable to this section.

- (1) Exclusions. The following antennas and related facilities are expressly excluded from the provisions of this chapter.
 - (a) Amateur radio antennas and related facilities. See KMC 18.09.120.
 - (b) Dispatch Communication Facilities of a Public Safety Entity.
- (2) Small Cell Deployment. Small cell deployment is the deployment of facilities defined as small wireless facilities by 47 CFR § 1.6002 (1). Small cell facilities, whether within or outside of the public right-of-way, shall conform to the provisions of 4.14.050 KMC. ~~includes small cell facilities, microcells and small cell networks. The following provisions establish design and concealment standards for wireless communications and in appropriate situations, criteria for the establishment of standards for small cell deployments, provided, however, that a~~Any small cell, microcell, or small cell network component which is not exempt from SEPA review shall comply with chapter 4.08 KMC.
 - ~~(a) Existing Utility Poles in Areas Other Than Design Zones and Undergrounded Areas. Eligible small cell facilities opting in under the provisions of KMC 4.14.030(2). Concealment shall be considered to have satisfied the design and concealment standards when installed on existing utility poles.~~
 - ~~(b) Small Cell Deployments on Existing Utility Poles Not Approved Pursuant to a Franchise. Small cell deployments on existing utility poles which have not been approved as an exhibit to the franchise or as a minor deviation thereto, shall comply with these provisions. Except to the minimum extent necessary to fulfill its technological purpose, all antennas and supporting structures shall be concealed within a canister of the smallest possible dimension and volume necessary to house the antenna structure or in the alternative within a spatial volume of the same dimension. The small cell facility shall, to the full extent permitted under the state electrical code and the utilities' requirements be flush-mounted if feasible on the utility pole, provided, however, if the utility which owns the pole prohibits the location of a small cell facility within the communication zone, the antenna portion of the small cell facility may be located on the top of the pole. In that event, up to ten feet in height over the existing pole height or the height of a replacement pole as approved herein is~~

~~permitted. The Director shall consult with the owner of the utility pole and applicant to determine the minimum height extension required for installation of the antenna. Flush mount includes use of brackets that offset the inside edge of such equipment from the utility pole and be 12 inches or less from the pole, except as otherwise required by the pole owner such as the National Electrical Code or similar regulation and when approved by the city.~~

- ~~(c) — Ground Mounted Equipment; ADA Compliance Required. In Undergrounded Areas, Design Zones and where necessary to permit full use of the public right-of-way by pedestrians, bicycles and other users, all ground mounted equipment shall be undergrounded in a vault meeting the City's construction standards. The location of ground mounted equipment (to the extent undergrounding such equipment is not technologically feasible), a replacement pole and/or any new pole shall comply with the Americans with Disabilities Act (ADA), city construction standards, and State and federal regulations in order to provide a clear and safe passage within the public right of way.~~
- ~~(d) — Replacement Utility Pole — Street Lighting. With the express permission of the City, a replacement utility pole or a new utility pole may be permitted in the form of a new street light standard. The design of the street light standard shall be in accordance with adopted City construction standards when located outside of a Design Zone or in an undergrounded area. Replacement utility poles/street light standards located within a Design Zone shall conform to the adopted streetscape design standard for the Design Zone. Wherever technologically feasible, all equipment and cabling shall be internal to the replacement street lighting standard.~~
- ~~(e) — Undergrounded Area. In areas in which electrical and other utilities have been undergrounded, a service provider or infrastructure company desiring to locate any above ground infrastructure in support of a small cell deployment shall submit a concealment element plan in accordance with the provisions of Section (5) below.~~
- (3) Designated Design Zones.
 - (a) Design Zones. The following zones are designated as Design Zones for the purpose of the application of the provisions of Chapter 4.14 KMC and this section.
 - (i) Central Business District (CBD); and
 - (ii) Urban Mixed Use (UMU).
- (4) Additional Small Cell Requirements.
 - (a) Federal Regulatory Requirements.
 - (i) These provisions shall be interpreted and applied in order to comply with the provisions of federal law. By way of illustration and not limitation, any small cell facility which has been certified as compliant with all FCC and other government regulations regarding the human exposure to radio frequency emissions will not be denied on the basis of RF radiation concerns. See 4.14.020(2)(~~ef~~).
 - (ii) Wireless communication facilities shall be subject to the provisions of this section following requirements to the full extent that such requirements (i) do not unreasonably discriminate among providers of functionally equivalent services, and (ii) do not have the effect of effectively prohibiting personal wireless services within the City.

- ~~(b) Replacement Utility Poles and Monopoles. Monopoles, as well as facilities, including replacement poles, which are not exempt from SEPA review shall be processed under the provisions of Section 18.12.310 KMC.~~
 - ~~(c) Replacement, New Poles and Undergrounded Areas or Design Zones. Replacement poles over 45 feet in height within the specific zone, new poles and facilities to be constructed in any undergrounded area or Design Zone are permitted only when the applicant establishes that:
 - ~~(i) The small cell facility cannot be located on an electrical transmission tower, existing pole, or on a site outside of the public right of way such as a public park, public property, or in or on a non-residential use in a residential zone whether by roof or panel mount or separate structure; and~~
 - ~~(ii) The proposed facility complies with an approved Concealment Element Plan for the Undergrounded Area or Design Zone; and~~
 - ~~(iii) The facilities shall also comply with critical areas requirements and SEPA.~~~~
 - ~~(5) Concealment Element Plan.~~
 - ~~(a) Concealment Element Plan Required. Applications for proposed installations in Undergrounded Area and Design Zones which deviate from existing City design standards (or if the City has not created a design standard for that particular area) shall be required to submit a concealment element plan. Such plan shall include the design of the screening, fencing or other concealment technology for a base station, tower, utility pole, or equipment structure, and all related transmission equipment or facilities associated with the proposed wireless facility, including, but not limited to, fiber and power connections.~~
 - ~~(b) Purpose of Concealment Element Plan, Generally. Concealment Element Plans should seek to minimize the visual obtrusiveness of installations using methods including, but not limited to, integrating the installation with architectural features or building design components, utilization of coverings or concealment devices of similar material, color and texture — or the appearance thereof — as the surface against which the installation will be seen or on which it will be installed.~~
- ~~Other concealment element approaches may include, but not be limited to, use of architectural concealment products, fencing or screening materials, and where appropriate, landscape design, or any other camouflage strategies appropriate for the type of installation. Additionally, the use of a concealment support or device, such as a clock tower, steeple, flagpole, tree, street sign, or other applicable concealment structure may be approved.~~
- ~~The Director shall apply this section, as well as all design guidelines applicable in the Undergrounded Area or Design Zone in which an installation is proposed.~~
- ~~(c) Review of Concealment Element Plan for Non-Substantial Change Collocations. Where a proposed collocation does not constitute a substantial change, a Concealment Element Plan shall be subject to ministerial review to ensure the proposed collocation does not defeat the concealment features approved as part of the initial installation at that location.~~
 - ~~(d) Review of Concealment Element Plan for Initial Installations and Substantial Change Collocations. For initial installations and substantial change collocations in Undergrounded Area and Design Zones, the Director shall~~

~~conduct an administrative review pursuant to of Concealment Element Plans for compliance with this section and all applicable City design guidelines.~~

(Ord. 5795 Sec. 2, 2018; Ord. 5735 Sec. 2, 2017)

Section 3. This ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of December, 2018, and signed in authentication of its passage this 18th day of December, 2018.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5795 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 19th day of
December, 2018.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

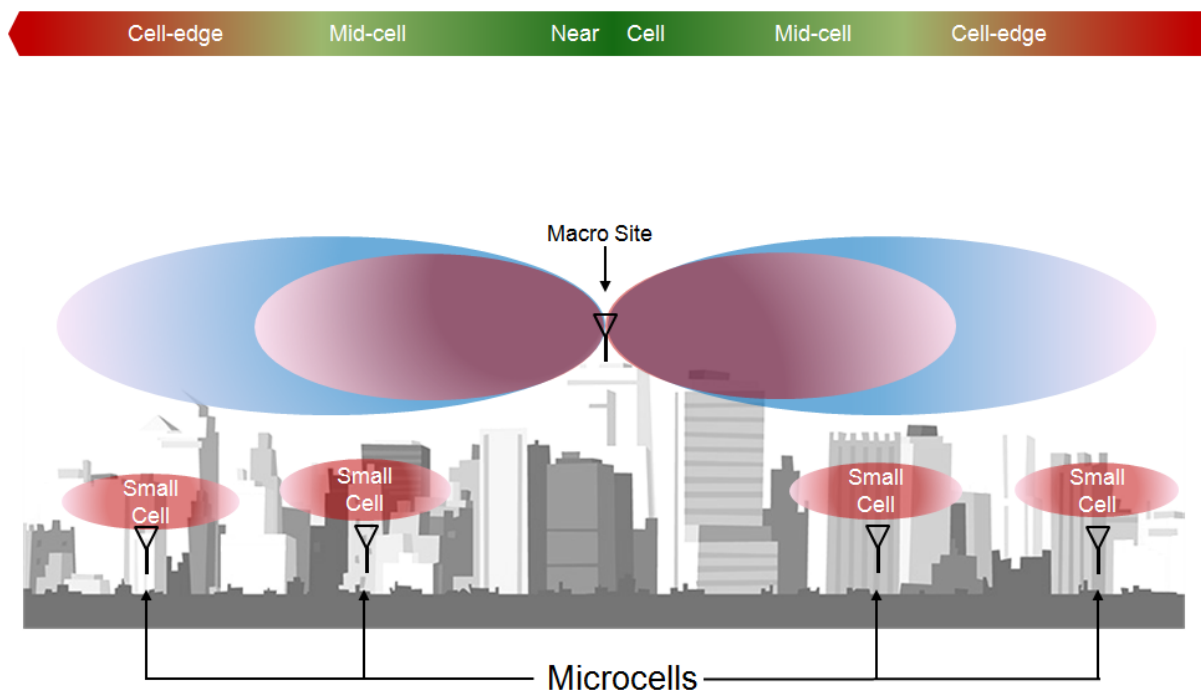
Small Cell Code Amendments

FCC Order Discussion

Proposed Amendments

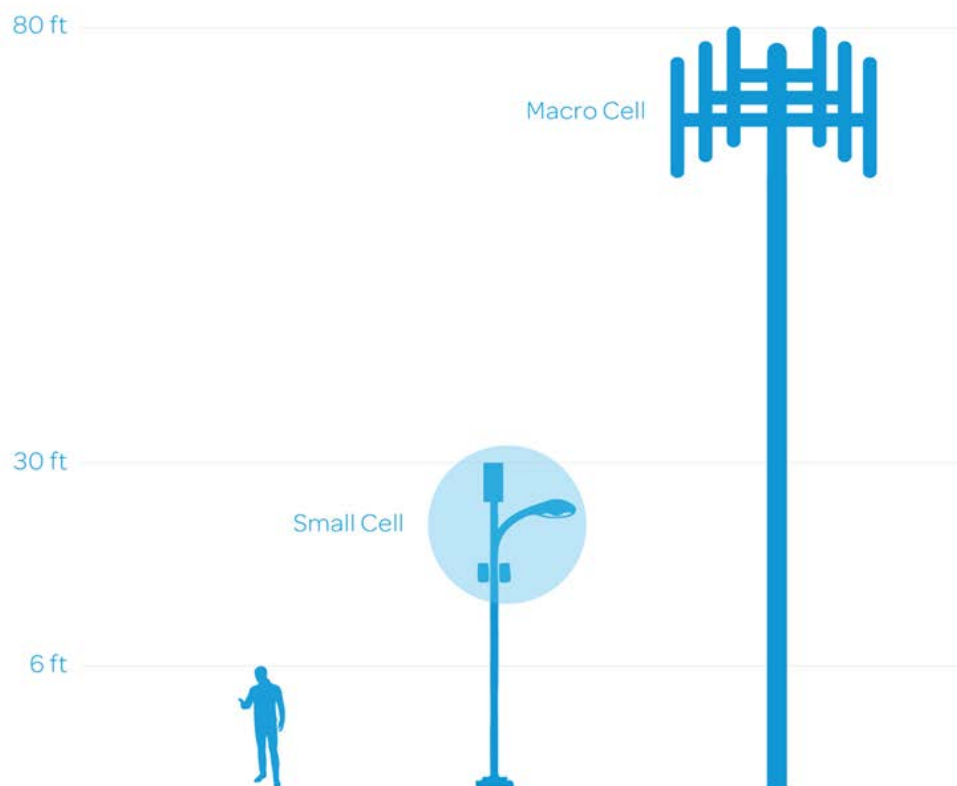
Small Cell Facilities

Macro vs Small Cell



Small Cell Facilities

Different technology, different process



FCC Preemption Order

Small Cell Facilities

- FCC Preemption Order Issued September 27, 2018;
- Establishes new shot clocks for processing applications for franchise, small cell permit, right of way permit;
 - 60 days collocation – placement of small cells on existing facilities;
 - 90 days for new structures;
 - Shot clocks apply to all aspects of the approval and siting process;
 - Shot clock starts from the date the application is declared complete;
 - No need for expedited review option.

FCC Preemption Order

Small Cell Facilities

- Cities must publish aesthetic standards for pole attachments, replacement poles, attachments to structures – cities have 180 days from publication of the order to adopt standards;
- Defines “effective prohibition” – “whether the ordinance materially inhibits or limits the ability of any competitor to compete in a fair and balanced legal and regulatory environment.”

FCC Preemption Order

Small Cell Facilities

- Order sets a maximum presumptively reasonable fees for usage of the right-of-way, permit fees and access to city structures within the ROW:
 - \$500 one time application fee for up to 5 applications for small wireless facilities;
 - Recurring fees for attachment to city structures in the ROW \$270 per small cell facility annually;
 - FCC Order Effective date January 14, 2019.

Proposed Amendments

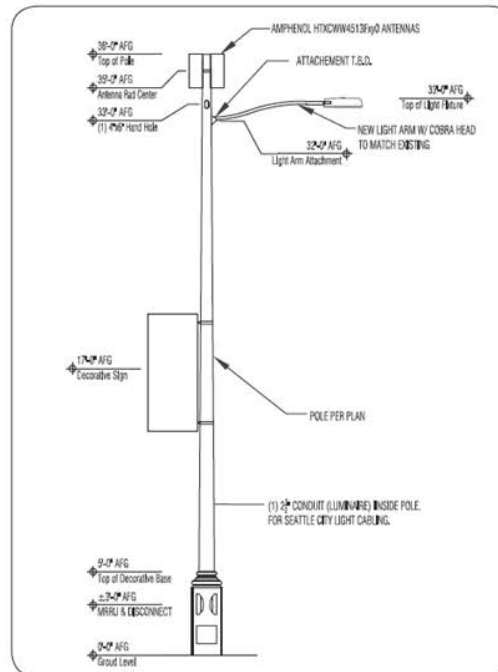
- KMC 4.14:
 - Consolidation of review to meet shot clock;
 - Incorporate definition of small cell from the FCC order;
 - Allows for PW Director to adopt rules addressing the integrity of city structures;
 - Aesthetic standards moved from 18.12.315 to 4.14 – adds additional standards depending upon attachment to wood or metal poles.
- KMC 4.16:
 - Definition section amended to reflect the proper cross reference;
 - Adopts the federal shot clocks.

Small Cell Facilities



Small Cell Facilities

Small Cell Deployment: Simulation for Seattle (equipment in base)



Proposed Amendments

- KMC 5.20:
 - Adopts new tolling provision consistent with FCC Order; ten days to determine completeness if it's a small cell franchise application.
- KMC 18.12.310:
 - Housekeeping amendments related to application of the FCC Order to small cell facilities outside of the right of way.
- KMC 18.12.315:
 - Amended to move the aesthetic standards to KMC 4.14.

Small Cell Code Amendments

- Planning Commission Workshop November 19th
- Planning Commission Public Hearing December 3rd
- City Council Workshop December 4th
- City Council adoption December 18th

Questions?



**KENNEWICK PLANNING COMMISSION
DECEMBER 3, 2018
MEETING MINUTES**

CALL TO ORDER

Chairman Pacheco called the meeting to order at 6:30 p.m.

Vice Chairman Morris led the Pledge of Allegiance.

Recorder Terri Wright called the roll and found the following:

Present: Commissioners Rob Rettig, Charles Torelli, Vice Chairman Morris and Chairman Pacheco.

Excused: Commissioners Anthony Moore, Clark Stolle, and Thomas Helgeson.

Unexcused: None

Staff Present: Greg McCormick, AICP Planning Director; Wes Romine, Development Services Manager; Steve Donovan, Planner; Lisa Beaton, City Attorney; Terri Wright, City Clerk/Recorder.

CONSENT AGENDA

- a. Approval of Agenda
- b. Approval of the September 17, 2018 Meeting Minutes
- c. Motion to enter Staff Reports into the Record

Commissioner Morris moved to accept the consent agenda, amending page 2 of the minutes under COZ 18-04 public hearing to "...Vice-Chairman Morris asked for a motion". Commissioner Rettig seconded the motion. The motion carried unanimously.

PUBLIC HEARINGS

Chairman Pacheco opened the public hearing at 6:33 p.m. for Small Cells Facilities. Applicant is Lisa Beaton, City Attorney City of Kennewick, 210 W. 6th Avenue, Kennewick, WA 99336.

Ms. Beaton gave a brief overview of the staff report, referenced the November 19, 2018 Planning Commission workshop session covering the proposed changes, and presented a Power Point of the staff report; Staff recommends that the Planning Commission concur with the Findings and Conditions of the staff report Small Cells Facilities, and recommend to City Council approval of the request.

Planning Commission questions included: Questions by Commissioners Torelli, Morris and Rettig; franchises, pole locations, right-of-way, aesthetics, impacts, Benton PUD, pedestrians.

Testimony of Applicant:

City is applicant.

Testimony in favor:

Jason Briscoe, Verizon
1313 N. Atlantic
Spokane, WA

Spoke in favor of the proposal.

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for Small Cells Facilities closed at 7:07 p.m.

Chairman Pacheco asked for a motion.

Commissioner Torelli moved to concur with the findings and conclusions in staff report ZOA #17-10 Small Cells Facilities and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion included: Commissioner Rettig questioned whether the letter received from WPG (Wireless Policy Group) be considered as part of Commissioner Torelli's motion.

Ms. Beaton said the motion needs to be amended to reflect the inclusion of the letter in the Planning Commission recommendation to the City Council, if that is the Planning Commission decision.

Ms. Wright said the staff report the Commissioners received didn't include the WPG letter, so the motion should be amended if the Planning Commission wants the WPG letter included in the Council recommendation.

Commissioner Torelli moved to amend the original motion to include the WPG letter, specifically referencing changes to the Chapter 5.20.30 of the application, in the Planning Commission recommendation to the City Council.

Commissioner Rettig seconded the motion.

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:14 p.m. for Change of Zone (COZ) #18-05 proposing to change 23.15 acres from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF), for property located at 1000 W. 4th Avenue, Kennewick, WA 99336. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-05 and recommend to City Council approval of the request.

Planning Commission questions included: None

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Helping school district with this project; this is follow up to comprehensive plan amendment previously submitted; will clean up the zoning to more appropriate public facility designation in keeping with comprehensive plan.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-05 closed at 7:19 p.m.

Chairman Ed Pacheco asked for a motion.

Vice Chairman Morris moved to concur with the findings and conclusions in staff report COZ 18-05 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion included: None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:20 p.m. for Change of Zone (COZ) 18-06 proposing to change 2 parcels of land 7.42 and 4.14 acres in size from Industrial Light (IL) to Public Facility (PF), and one parcel of land 31.54 acres in size from Open Space

(OS) to Public Facility (PF), located at the railroad right of way at the west and east of N. Edison Street, and at 600 N. Arthur St. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Romine gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-06 and recommend to City Council approval of the request.

Planning Commission questions included:

How Kamiakin High School has been zoned Open Space for past 45 years.

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Another Comprehensive Plan clean-up; have been looking at all school facilities for house-keeping zoning.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-06 closed at 7:26 p.m.

Chairman Pacheco asked for a motion.

Commissioner Torelli moved to concur with the findings and conclusions in staff report COZ 18-06 and forward a recommendation to City Council APPROVAL of the request.

Vice Chairman Morris seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:27 p.m. for Change of Zone (COZ) 18-09 proposing to change 2 acres of land located at 1863, 1903, and 1917 W. 19th Avenue

from Residential, Suburban (RS) and Residential, Low (RL) to Residential, Medium (RM). Applicant is Brad Beauchamp, 4001 S. Vancouver St., Kennewick, WA 99337.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-09 and recommend to City Council approval of the request.

Planning Commission questions included: Any comments from surrounding property owners.

Testimony of Applicant:

Brad Beauchamp
4001 S. Vancouver St.
Kennewick 99337

Acquired property, talked to staff last year will move forward with medium density, duplexes.

Testimony in favor:

None

Testimony neutral or against:

Jeff Robbins
290 Moore Rd
Pasco, WA 99301

Own property at 1831 W. 19th Ave; questioning medium density zoning, thought it was going to be single family.

Staff final comments:

None

Public Testimony for COZ 18-09 closed at 7:35 p.m.

Chairman Pacheco asked for a motion.

Commissioner Rettig moved to concur with the findings and conclusions in staff report COZ 18-09 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Torelli seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.

VISITORS NOT ON AGENDA:

None

OLD BUSINESS:

- a. **City Council Action Updates** – Area wide re-zone for agricultural was approved by City Council; there was a time-gap, it took a considerable amount of time refining the legal descriptions.

NEW BUSINESS:

None

REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

Commissioner Torelli wanted on the record, discussed at last workshop; containing Urban Mixed Use, it requires a master plan for more than 20 acres prior to zoning mixed use; need to be able to restrict that somewhat until Vista Field and Bridge to Bridge is further along.

Commissioner Rettig to clarify small cells amended motion, would that be considered staff report as submitted at the hearing.

ADJOURNMENT:

The meeting was adjourned at 7:42 p.m.

Council Agenda Coversheet	Agenda Item Number	5.b.	Council Date	12/18/2018	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Change of Zone for the Kennewick School District			Public Mtg / Hrg	☐
	Ordinance/Reso #	5797	Contract #		Other	☐
	Project #	COZ 18-05	Permit #	PLN-2018-03327	Quasi-Judicial	☐
	Department	Planning				

Recommendation

The Planning Commission recommends that City Council concur with the findings and conclusions contained in the staff report COZ 18-05 by adopting Ordinance 5797.

Motion for Consideration

I move to adopt Ordinance 5797.

Summary

The Kennewick School District has applied to the change the zoning of twelve lots, that total 23.15 acres, from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF). The PF zone is the an implementing zoning district of the Public Facility Comprehensive Plan Land Use Designation and the request is consistent with the comprehensive plan. The requested rezone is a follow-up land use action to the comprehensive plan amendment that Council approved in October of this year.

The subject parcels are generally located at 1000 W 4th Avenue and are the site of Amistad Elementary and the Kennewick School District Administration Buildings. The applicant requested the Change of Zone to allow the property to be developed for future Kennewick School District needs. The PF zone allows for public and quasi-public facilities, publicly-owned or controlled parks, recreation facilities, government buildings and facilities. The properties adjacent to the site are zoned RM, CC and Residential, High Density (RH).

The Planning Commission held a public hearing to review the proposal on December 3, 2018. At the hearing, staff presented an overview of the staff report and the applicant's representative, Paul Knutzen, spoke in favor of the request. The general public did not comment on the proposal. The Planning Commission voted 4 to 0 to recommend approval of COZ 18-05 to City Council.

Alternatives

None

Fiscal Impact

N/A

Through	Steve Donovan Dec 11, 12:14:09 GMT-0800 2018	Attachments: ☐ Presentation ☐ Ordinance ☐ PC Action Summary ☐ Minutes ☐ Staff Report
Dept Head Approval	Gregory McCormick Dec 11, 12:57:09 GMT-0800 2018	
City Mgr Approval	Marie Mosley Dec 13, 20:11:33 GMT-0800 2018	

☐ Recording Required?

City Council

CHANGE of ZONE COZ 18-05

December 18, 2018



Application Summary

Applicant: Kennewick School District, c/o Keith Collee

Owner: Same as Above

Proposal: Rezone multiple properties from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF).

Comprehensive Plan Designation: Public Facility – Amended October 16, 2018 via Ordinance 5774.

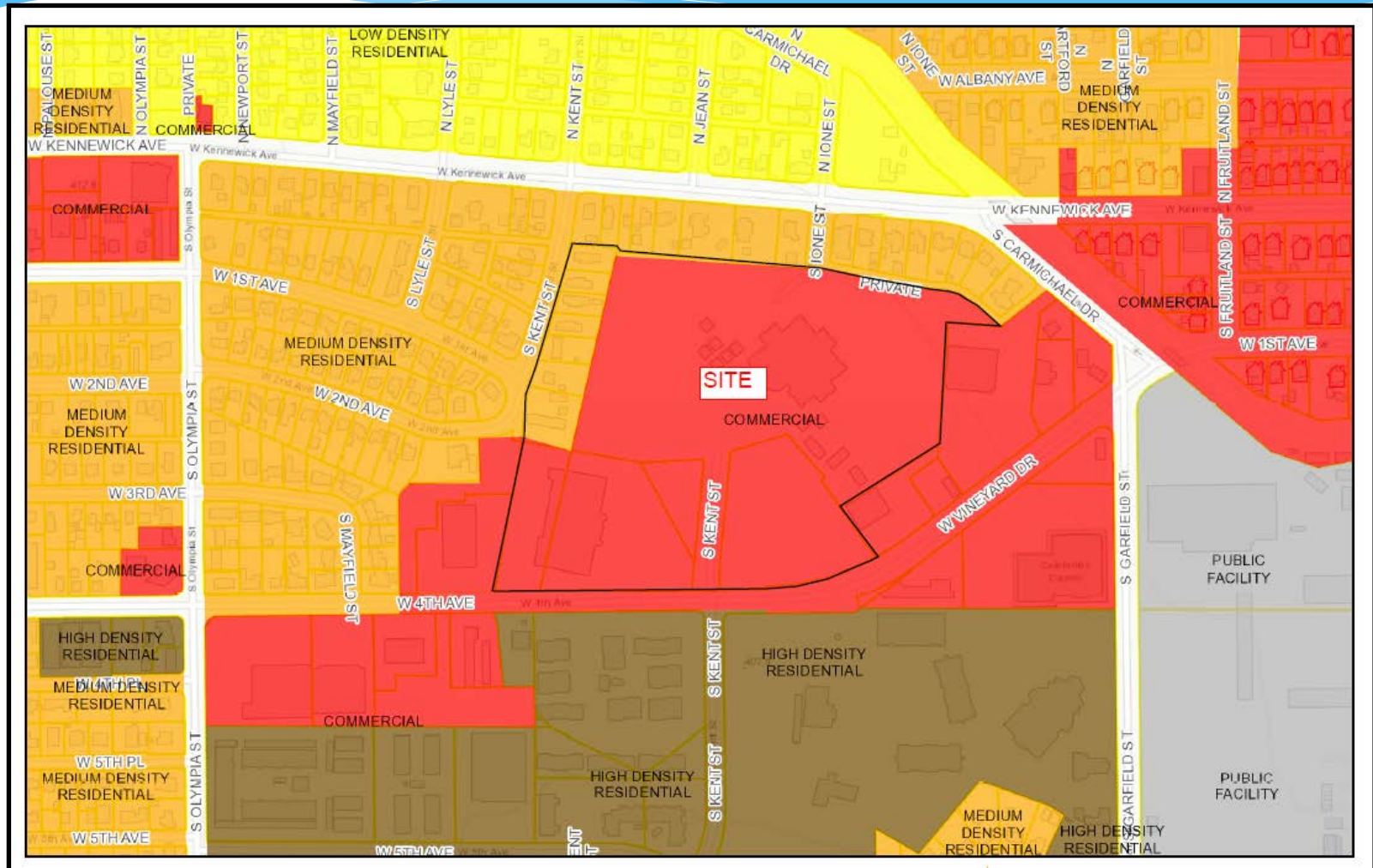
Location: Generally at 1000 w 4th Avenue

Property Size: 23.15 acres

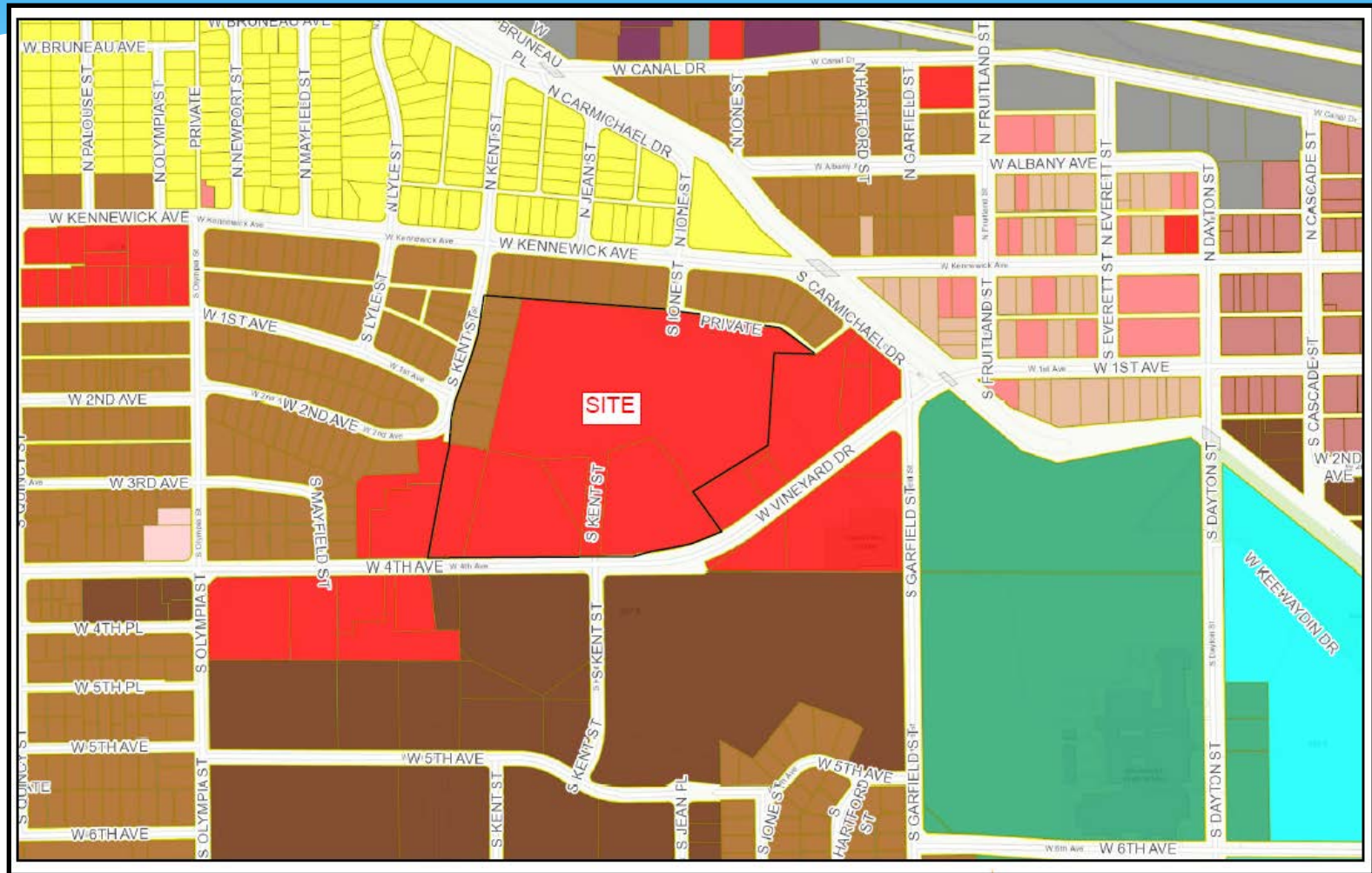
Vicinity Map



Comprehensive Plan Map



Zoning Map



Permitted Uses

The PF zone permits 25 uses. Below is an example of uses which are permitted in the PF zone:

- Schools
- Various types of care facilities
- Public/quasi-public facilities and services
- Hospitals

Change of Zone Findings

KMC 18.51.070(2)

- (a) The proposed amendment conforms with the comprehensive plan.
- (b) Promotes the public necessity, convenience and general welfare.
- (c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands which are deemed unacceptable by the City.
- (d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Hearing Summary

- The Planning Commission held a public hearing on December 3, 2018 for the proposed Change of Zone.
- The applicant's representative testified at the hearing, no other public testimony was given at the hearing.

Recommendation

The Planning Commission recommends the City Council approve COZ 18-05 as proposed.

CITY OF KENNEWICK
ORDINANCE NO. 5797

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF
CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK
LOCATED AT 1000 WEST 4TH AVENUE FROM RESIDENTIAL, MEDIUM
DENSITY (RM) AND COMMERCIAL, COMMUNITY (CC) TO PUBLIC
FACILITY (PF) (COZ 18-05, KENNEWICK SCHOOL DISTRICT)

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Ordinance No. 3001, as amended, the zoning ordinance of the City of Kennewick and the accompanying zoning map of the City of Kennewick being part of said ordinance shall be and hereby is changed from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF) for the real property described as follows:

Parcel A (Tax Parcels 1-0189-200-0005-011 and 1-0189-200-0005-012)

That portion of the South Half of the Northwest Quarter of Section 1, Township 8 North, Range 29 East, W.M., Benton County, Washington, partially consisting of vacated portions of Olmsted Addition to Kennewick (Kennewick Ordinance Nos. 235, 329, 341 and 462) collectively described as follows:

Commencing at the Northwest corner of vacated Lot 4, Block 35, Olmsted Addition to Kennewick, as recorded in Volume 2 of Plats, Page 26, records of Benton County, Washington; Thence South 84°07'00" East along the North line of said vacated Lot 4 for 135.00 feet to the True Point of Beginning; Thence continuing South 84°07'00" East for 606.28 feet; Thence South 78°06'00" East for 300.00 feet; Thence along a non-tangent curved line to the right having a radius of 125.00 feet with a chord bearing of South 73°33'36" East, and a chord distance of 103.69, and said curve having an arc length of 106.92 feet; Thence South 48°43'00" East for 117.00 feet; Thence North 84°30'58" West for 148.03 feet; Thence South 05°29'02" West for 349.42 feet; Thence South 58°36'41" West for 330.00 feet; Thence South 34°10'07" East for 173.00 feet to a point on the Northerly right of way line of Vineyard Drive; Thence along the curved right of way line having a radius of 676.14 feet with a chord bearing of South 76°42'59" West, and chord distance of 319.59 feet and said curve having an arc length of 322.64 feet; Thence South 00°23'02" West for 10.00 feet; Thence North 89°37'00" West for 112.12 feet; Thence continuing North 89°37'00" West for 99.50 feet; Thence North 06°27'27" East for 370.35 feet; Thence South 88°10'13" West for 180.16 feet; Thence North 78°52'00" West for 199.03 feet; Thence North 13°48'00" East for 577.25 feet to the True Point of Beginning; EXCEPT that portion conveyed to the City of Kennewick for road purpose in deed recorded under Auditor's File No. 1992-025107. *Description compiled by deeds 1991-007865, 2010-015184 and 2016-007792 as well as Record Survey 4773 AF# 2016-027508*

Parcel B (Tax Parcel 1-0189-211-0013-001)

That portion of the South Half of the Northwest Quarter of Section 1, Township 8 North, Range 29 East, W.M., Benton County, Washington, partially consisting of vacated portions of Olmsted

Addition to Kennewick (Kennewick Ordinance Nos. 235, 329 and 341) as well as vacated South Kent Street (Kennewick Ordinance No. 3586) described as follows:

Commencing at the West quarter corner of said section, said corner bears North 88°45'17" West 2641.66 feet from the center quarter corner of said Section; Thence South 89°37'00" East along the centerline of West 4th Avenue for 582.30 feet; Thence North 00°23'00" East for 30.00 feet to the Northerly right-of-way line of said Avenue; Thence South 89°37'00" East along said right-of-way line for 269.32 feet to the True Point of Beginning; Thence South 89°37'00" East along said right-of-way line for 559.87 feet; Thence North 06°27'27" East for 370.35 feet; Thence South 88°10'13" West for 180.16 feet; Thence North 78°52'00" West for 340.00 feet; Thence South 11°42'00" West for 433.15 feet to the True Point Beginning. *Description compiled by deed 2008-012708.*

Parcel C (Tax Parcels 1-0189-211-0005-000, 1-0189-211-0006-000, 1-0189-211-0007-000, 1-0189-211-0008-000, 1-0189-211-0009-000, 1-0189-211-0010-000 and 1-0189-211-0011-000)

That portion of the South Half of the Northwest Quarter of Section 1, Township 8 North, Range 29 East, W.M., Benton County, Washington, partially consisting of vacated portions of Olmsted Addition to Kennewick (Kennewick Ordinance Nos. 329 and 341) collectively described as follows:

Beginning at the Northwest corner of vacated Lot 4, Block 35, Olmsted Addition to Kennewick, as recorded in Volume 2 of Plats, Page 26, records of Benton County, Washington; Thence South 84°07'00" East along the North line of said vacated Lot 4 for 135.00 feet; Thence South 13°48' West for 577.37 feet; Thence North 78°52' West for 147.50 feet, more or less, to a point on a line which bears South 8°21' West from the intersection of the south line of Midland Road (now known as West 1st Avenue) and the East line of Moliere Road (now known as South Kent Street) produced; Thence North 8°21' East for 131.34 feet to a point on said East line produced; Thence Northeasterly along said East line for 28 feet, more or less, to a point that is the Northwesterly corner of the parcel described in deed recorded under Auditor's File No. 2016-034714; Thence continuing Northeasterly along said East line of Moliere Road to the point of beginning; TOGETHER WITH portion of adjacent alley way to the North, as vacated under Kennewick Ordinance No. 3330 and recorded under Auditor's File No 1991-018279, which attaches by operation of law; AND TOGETHER WITH portion of adjacent South Kent Street to the West, as vacated under Kennewick Ordinance No. 3586 and recorded under Auditor's File No 1994-040052, which attaches by operation of law. *Description compiled by deeds 2016-027783, 2017-008479, 2017-008478, 2017-008489, 2017-008493 and 2016-034714.*

Section 2. The City Council finds the amendments described in Section 1 above are in conformance with the Comprehensive Plan of the City.

Section 3. Severability Clause. If any provision of this amendatory ordinance or its application to any persons or circumstances is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

Section 4. The Responsible Official for the State Environmental Policy Act has determined that the proposal will not have a probable significant adverse impact on the quality of the environment.

Section 5. This ordinance shall be in full force and effect five (5) days from and after its approval, passage and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of December, 2018, and signed in authentication of its passage this 18th day of December, 2018.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5797 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 19th day of
December, 2018.

Approved as to form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Planning Commission Action Summary
COZ 18-05 – Kennewick School District Application

The Kennewick Planning Commission conducted a public hearing on December 3, 2018 at Kennewick City Hall. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report, all oral, written facts and opinions, the Commission passed a motion on the proposed change of zone, concurring with the findings and conclusions in the staff report COZ 18-05 and recommend to City Council approval of the proposed change contained in the staff report.

Findings of Fact

1. The applicant is the Kennewick School District, c/o Keith Colee, 1000 W 4th Avenue, Kennewick, WA 99336.
2. The proposed change of zone is for 23.15 acres generally located at 1000 W 4th Avenue.
3. The request is to change the zoning from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF).
4. The City's Comprehensive Plan Land Use Designation for the subject property is Public Facility.
5. The City Council established the site's land use designation to Public Facility by adopting Ordinance 5774 on October 16, 2018.
6. The Public Facility (PF) zoning district is an implementing zone of the Public Facility Comprehensive Plan Land Use Map designation.
7. The application was submitted on October 18, 2018 and declared complete for processing on October 23, 2018.
8. The application was routed for review to City Departments and outside agencies for comment on October 24, 2018.
9. Access to the site can be provided via W 4th Avenue and S Kent Street.
10. The City of Kennewick Critical Area maps show that the west side of the site is designated as a Critical Aquifer Recharge Area.
11. An Environmental Determination of Non-Significance was issued on July 20, 2018 for the site's comprehensive plan amendment application. No appeals were filed.
12. The property posting sign for the public hearing was posted on site November 15, 2018.
13. Notice of the public hearing for this application was published in the Tri-City Herald on November 18, 2018. Notices were also mailed to property owners within 300 feet of the site on November 16, 2018.
14. The proposed amendment conforms with the comprehensive plan; and
15. The proposed amendment promotes the public necessity, convenience and general welfare; and
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and

17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
18. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions of Law

1. Approval will implement the Comprehensive Plan Land Use Designation of Public Facility.
2. Approval will change the zoning for the subject parcel from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF).
3. Approval will not result in an increase of adverse environmental impacts.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone is in compliance with KMC 18.51.070(2).

The motion to recommend approval to City Council passed with a vote of 4 to 0.

Chairman Pacheco opened the public hearing at 7:14 p.m. for Change of Zone (COZ) #18-05 proposing to change 23.15 acres from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF), for property located at 1000 W. 4th Avenue, Kennewick, WA 99336. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-05 and recommend to City Council approval of the request.

Planning Commission questions included: None

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Helping school district with this project; this is follow up to comprehensive plan amendment previously submitted; will clean up the zoning to more appropriate public facility designation in keeping with comprehensive plan.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-05 closed at 7:19 p.m.

Chairman Ed Pacheco asked for a motion.

Vice Chairman Morris moved to concur with the findings and conclusions in staff report COZ 18-05 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion included: None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:20 p.m. for Change of Zone (COZ) 18-06 proposing to change 2 parcels of land 7.42 and 4.14 acres in size from Industrial Light (IL) to Public Facility (PF), and one parcel of land 31.54 acres in size from Open Space

(OS) to Public Facility (PF), located at the railroad right of way at the west and east of N. Edison Street, and at 600 N. Arthur St. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Romine gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-06 and recommend to City Council approval of the request.

Planning Commission questions included:

How Kamiakin High School has been zoned Open Space for past 45 years.

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Another Comprehensive Plan clean-up; have been looking at all school facilities for house-keeping zoning.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-06 closed at 7:26 p.m.

Chairman Pacheco asked for a motion.

Commissioner Torelli moved to concur with the findings and conclusions in staff report COZ 18-06 and forward a recommendation to City Council APPROVAL of the request.

Vice Chairman Morris seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:27 p.m. for Change of Zone (COZ) 18-09 proposing to change 2 acres of land located at 1863, 1903, and 1917 W. 19th Avenue

from Residential, Suburban (RS) and Residential, Low (RL) to Residential, Medium (RM). Applicant is Brad Beauchamp, 4001 S. Vancouver St., Kennewick, WA 99337.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-09 and recommend to City Council approval of the request.

Planning Commission questions included: Any comments from surrounding property owners.

Testimony of Applicant:

Brad Beauchamp
4001 S. Vancouver St.
Kennewick 99337

Acquired property, talked to staff last year will move forward with medium density, duplexes.

Testimony in favor:

None

Testimony neutral or against:

Jeff Robbins
290 Moore Rd
Pasco, WA 99301

Own property at 1831 W. 19th Ave; questioning medium density zoning, thought it was going to be single family.

Staff final comments:

None

Public Testimony for COZ 18-09 closed at 7:35 p.m.

Chairman Pacheco asked for a motion.

Commissioner Rettig moved to concur with the findings and conclusions in staff report COZ 18-09 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Torelli seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

FILE No: COZ 18-05/PLN-2018-03327

Staff Report Date: November 19, 2018

Hearing Date & Location: December 3, 2018, Kennewick City Hall

Report Prepared By: Steve Donovan
Planner

Report Reviewed By: Wes Romine, AIA
Development Services Manager

Summary Recommendation: The City of Kennewick Planning Staff RECOMMENDS that Change of Zone 18-05 be APPROVED.

Summary of Proposal: A Change of Zone for 23.15 acres from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF).

Proposal Location: 1000 W 4th Avenue

Legal Description: **Parcel A (tax parcels 1-0189-200-0005-011 and 1-0189-200-0005-012)**
That portion of the South Half of the Northwest Quarter of Section 1, Township 8 North, Range 29 East, W.M., Benton County, Washington, partially consisting of vacated portions of Olmsted Addition to Kennewick (Kennewick Ordinance Nos. 235, 329, 341 and 462) collectively described as follows:

Commencing at the Northwest corner of vacated Lot 4, Block 35, Olmsted Addition to Kennewick, as recorded in Volume 2 of Plats, Page 26, records of Benton County, Washington;
Thence South 84°07'00" East along the North line of said vacated Lot 4 for 135.00 feet to the True Point of Beginning; Thence continuing South 84°07'00" East for 606.28 feet; Thence South 78°06'00" East for 300.00 feet; Thence along a non-tangent curved line to the right having a radius of 125.00 feet with a chord bearing of South 73°33'36" East, and a chord distance of 103.69, and said curve having an arc length of 106.92 feet; Thence South

EXHIBIT 1

48°43'00" East for 117.00 feet; Thence North 84°30'58" West for 148.03 feet; Thence South 05°29'02" West for 349.42 feet; Thence South 58°36'41" West for 330.00 feet; Thence South 34°10'07" East for 173.00 feet to a point on the Northerly right of way line of Vineyard Drive; Thence along the curved right of way line having a radius of 676.14 feet with a chord bearing of South 76°42'59" West, and chord distance of 319.59 feet and said curve having an arc length of 322.64 feet; Thence South 00°23'02" West for 10.00 feet; Thence North 89°37'00" West for 112.12 feet; Thence continuing North 89°37'00" West for 99.50 feet; Thence North 06°27'27" East for 370.35 feet; Thence South 88°10'13" West for 180.16 feet; Thence North 78°52'00" West for 199.03 feet; Thence North 13°48'00" East for 577.25 feet to the True Point of Beginning; EXCEPT that portion conveyed to the City of Kennewick for road purpose in deed recorded under Auditor's File No. 1992-025107. *Description compiled by deeds 1991-007865, 2010-015184 and 2016-007792 as well as Record Survey 4773 AF# 2016-027508*

Parcel B (Tax Parcel 1-0189-211-0013-001)

That portion of the South Half of the Northwest Quarter of Section 1, Township 8 North, Range 29 East, W.M., Benton County, Washington, partially consisting of vacated portions of Olmsted Addition to Kennewick (Kennewick Ordinance Nos. 235, 329 and 341) as well as vacated South Kent Street (Kennewick Ordinance No. 3586) described as follows:

Commencing at the West quarter corner of said section, said corner bears North 88°45'17" West 2641.66 feet from the center quarter corner of said Section; Thence South 89°37'00" East along the centerline of West 4th Avenue for 582.30 feet; Thence North 00°23'00" East for 30.00 feet to the Northerly right-of-way line of said Avenue; Thence South 89°37'00" East along said right-of-way line for 269.32 feet to the True Point of Beginning; Thence South 89°37'00" East along said right-of-way line for 559.87 feet; Thence North 06°27'27" East for 370.35 feet; Thence South 88°10'13" West for 180.16 feet; Thence North 78°52'00" West for 340.00 feet; Thence South 11°42'00" West for 433.15 feet to the True Point Beginning. *Description compiled by deed 2008-012708.*

Parcel C (Tax Parcels 1-0189-211-0005-000, 1-0189-211-0006-000, 1-0189-211-0007-000, 1-0189-211-0008-000, 1-0189-211-0009-000, 1-0189-211-0010-000 and 1-0189-211-0011-000)

That portion of the South Half of the Northwest Quarter of Section 1, Township 8 North, Range 29 East, W.M., Benton County, Washington, partially consisting of vacated portions of Olmsted Addition to Kennewick (Kennewick

Ordinance Nos. 329 and 341) collectively described as follows:

Beginning at the Northwest corner of vacated Lot 4, Block 35, Olmsted Addition to Kennewick, as recorded in Volume 2 of Plats, Page 26, records of Benton County, Washington; Thence South 84°07'00" East along the North line of said vacated Lot 4 for 135.00 feet; Thence South 13°48' West for 577.37 feet; Thence North 78°52' West for 147.50 feet, more or less, to a point on a line which bears South 8°21' West from the intersection of the south line of Midland Road (now known as West 1st Avenue) and the East line of Moliere Road (now known as South Kent Street) produced; Thence North 8°21' East for 131.34 feet to a point on said East line produced; Thence Northeasterly along said East line for 28 feet, more or less, to a point that is the Northwesterly corner of the parcel described in deed recorded under Auditor's File No. 2016-034714; Thence continuing Northeasterly along said East line of Moliere Road to the point of beginning; TOGETHER WITH portion of adjacent alley way to the North, as vacated under Kennewick Ordinance No. 3330 and recorded under Auditor's File No 1991-018279, which attaches by operation of law; AND TOGETHER WITH portion of adjacent South Kent Street to the West, as vacated under Kennewick Ordinance No. 3586 and recorded under Auditor's File No 1994-040052, which attaches by operation of law. *Description compiled by deeds 2016-027783, 2017-008479, 2017-008478, 2017-008489, 2017-008493 and 2016-034714.*

Property Owners: Kennewick School District
1000 W 4th Avenue
Kennewick, WA 99336

Applicant: Kennewick School District
1000 W 4th Avenue
Kennewick, WA 99336

Regulatory Controls:

1. Comprehensive Plan – Land Use
2. KMC Title 4 – Administrative Procedures
3. KMC Title 18 – Zoning
4. Washington State Environmental Policy Act

COZ Key Application Processing Dates:

Pre-Application/Feasibility Meeting	N/A
Application Submittal	October 18, 2018
Determination of Completeness Issued	October 23, 2018
Notice of Application Mailed	October 24, 2018
SEPA Threshold Determination Issued	July 20, 2018
Property Posting Sign for SEPA	N/A

Determination	
SEPA Appeal Period Ended	N/A
Date of Mailed Notice of Public Hearing	November 16, 2018
Property Posting Sign for Public Hearing	November 15, 2018
Date of Published Notice of Public Hearing	November 18, 2018

Exhibits:

1. Staff Report
2. Application/Supplemental Information
3. Vicinity Map
4. Comprehensive Plan Map
5. Zoning Map
6. Notice of Mailing
7. SEPA Determination
8. Bonneville Power Administration Comment Letter

Staff Analysis of Proposal & Discussion:

As part of the 2018 Comprehensive Plan Amendment process, the Kennewick School District requested that the land use designations of the 23.15 acre site be changed from Commercial and Medium Density Residential to Public Facility. On October 16, 2018 the City Council approved Ordinance 5774 and amended the site's land use designation as requested by the Kennewick School District.

The proposed Change of Zone (COZ 18-05), is a request to change the zone of 23.15 acres generally located at 1000 W 4th Avenue from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF). Pursuant to Table 1 of the Comprehensive Plan, PF is an implementing zoning district of the Comprehensive Plan Public Facility Land Use Designation. RCW 36.70A, Growth Management Act, requires that a City's development regulations implement its comprehensive plan.

Per KMC 18.03.040(21), the purpose of PF zoning district is as follows:

PF - The purpose of the PF district is to provide areas for public and quasi-public facilities, publicly owned or controlled parks and recreation facilities, and governmental buildings and facilities.

The PF zone permits 25 uses. Below is an example of uses which are permitted in the PF zone:

- Schools
- Various types of care facilities
- Public/quasi-public facilities and services
- Hospitals

The Site Development Standards for the PF zone are the following:

- Maximum District Size: None
- Maximum Parcel Size: None
- Maximum Building Height: None
- Maximum Lot Coverage: None

The site is adjacent to the following zoning districts:

North: RM
 East: CC
 South: RH
 West: RM and CC

Kennewick Municipal Code Findings:

The following findings are required to be met in order to approve a change of zone:

KMC 18.51.070(2): Findings:

Findings Required. In order to amend the zoning map, the City Council must find that:

1. *The proposed amendment conforms with the comprehensive plan; and*
Staff Response: The proposed Change of Zone conforms to the comprehensive plan because the PF zoning district is an implementing zoning district of the Public Facility land use designation.
2. *Promotes the public necessity, convenience and general welfare; and*
Staff Response: The proposed Change of Zone promotes public necessity, convenience and welfare by establishing a zoning district that is compatible with surrounding properties.
3. *The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and*
Staff Response: Staff is unaware of possible burdens on public facilities. The site has access to water lines, sewer lines and public rights-of-way.
4. *The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and*
Staff Response: The proposed amendment will establish a zoning district that is in compliance with Comprehensive Plan due to the fact that the PF zone is an implementing zone of the Public Facility land use designation.
5. *Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.*
Staff Response: Not applicable to the proposed Change of Zone.

Findings:

1. The applicant is the Kennewick School District, c/o Keith Colee, 1000 W 4th Avenue, Kennewick, WA 99336.
2. The proposed change of zone is for 23.15 acres generally located at 1000 W 4th Avenue.
3. The request is to change the zoning from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Public Facility.
5. The City Council established the site's land use designation to Public Facility by adopting Ordinance 5774 on October 16, 2018.
6. The Public Facility (PF) zoning district is an implementing zone of the Public Facility Comprehensive Plan Land Use Map designation.
7. The application was submitted on October 18, 2018 and declared complete for processing on October 23, 2018.
8. The application was routed for review to City Departments and outside agencies for comment on October 24, 2018.

9. Access to the site can be provided via W 4th Avenue and S Kent Street.
10. The City of Kennewick Critical Area maps show that the west side of the site is designated as a Critical Aquifer Recharge Area.
11. An Environmental Determination of Non-Significance was issued on July 20, 2018 for the site's comprehensive plan amendment application. No appeals were filed.
12. The property posting sign for the public hearing was posted on site November 15, 2018.
13. Notice of the public hearing for this application was published in the Tri-City Herald on November 18, 2018. Notices were also mailed to property owners within 300 feet of the site on November 16, 2018.
14. The proposed amendment conforms with the comprehensive plan; and
15. The proposed amendment promotes the public necessity, convenience and general welfare; and
16. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
17. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
18. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.

Conclusions:

1. Approval will implement the Comprehensive Plan Land Use Designation of Public Facility.
2. Approval will change the zoning for the subject parcel from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF).
3. Approval will not result in an increase of adverse environmental impacts.
4. Approval will result in the promotion of public necessity, convenience and/or general welfare.
5. The proposed Change of Zone is in compliance with KMC 18.51.070(2).

Recommendation:

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-05 and recommend approval to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 18-05 and recommend approval of the request to City Council.

CITY OF KENNEWICK
COMMUNITY PLANNING & DEVELOPMENT SERVICES
APPLICATION (general form)

PROJECT # _____ - _____ PLN- _____ - _____ FEE \$ _____

Please completely fill out this form and return it to Community Planning & Development Services, PO Box 6108, Kennewick, WA 99336, along with the application fee (see fee schedule). Attach a copy of the checklist for the land use application you are submitting. The application submittal must contain all of the information requested on the checklist in order to be processed. **Incomplete applications will not be accepted.**

Check one of the following for the type of application you are submitting:

Site Plan Tier 1 ☐ Tier 2 ☐ Tier 3 ☐ Binding Site Plan ☐

Short Plat ☐ Conditional Use ☐ Other Change of Zone

Environmental Determination PLN- _____ - _____ Pre Application Meeting PLN- _____ - _____

Applicant: Kennewick School District, Keith Colee

Address: 1000 W 4th Ave, Kennewick, WA, 99336

Telephone: (509) 222-5867 Cell Phone: (509) 539-4028 Fax: (509) 222-5057 E-mail: keith.colee@ksd.org

Property Owner (if other than applicant): _____

Address: _____

Telephone: _____ Cell Phone: _____ E-mail: _____

SITE INFORMATION

Parcel No. See Attached Acres 23.15 Zoning: See Attached

Address of property: See Attached

Number of Existing Parking Spaces 376 Number of Proposed (New) Parking Spaces 0

Present use of property Elementary School/Residential/Administration/Vacant

Size of existing structure: 41,571 sq. ft. Size of Proposed addition/New structure: 0 sq. ft.

Height of building: 24 ft Cubic feet of excavation: 0 Cost of new construction 0

Benton County Assessor Market Improvement Value: See Attached

Description of Project: Zone of change from Medium Density Residential and Commercial to Public Facility

I, the undersigned, do hereby certify that, to the best of my knowledge, the information provided above is true and correct.

Applicant's Signature

Signature of owner or owner's authorized representative

Date: 10-18-18

Change-of-Zone Supplemental Information

The following questions will be reviewed by both the Planning Commission and City Council as a means of assisting in their consideration of change-of-zone requests. Use additional pages if necessary.

1. Does the public necessity, convenience, and general welfare require the adoption of the proposed amendment? Please explain:

Yes it does. The school district owns 7 parcels of Medium Density Residential (MDR) and 3 parcels of Commercial (C) at this location and intend on building a new elementary school on these parcels. The zone change from MDR and C to Public Facility (PF) allows KSD to subsequently consolidate all parcels and build the new school.

2. Are there sites presently available on the market which are correctly zoned for the proposed use? Are these sites within a 1/2 mile of the proposed site? Within 1 mile of the proposed site? If yes, please indicate the general location of the site(s) and the reasons why these sites are not proposed to be utilized:
No, the Public Facility is special within the city and while all local school properties have this zoning, these parcels were purchased recently and need to be modified to be consistent with their property holdings within the city.

3. Is the proposed amendment consistent with the existing land use pattern in the area? Please explain

There was a comprehensive plan amendment on the property which was approved on July 20th, 2018

4. Are the existing uses, in the area, in conformance with the area's zoning classification? If no, please explain the differences:

The existing elementary school is already on existing PF parcels that will be used in the new construction, with the recent purchase of the adjacent MDR and C grounds, they will be able to expand the school, but it will all be one consistent use.

5. Will the proposed amendment create an isolated district, or introduce a more intense land use to the area? Please explain.

It does create an isolated district so to speak, but there are already Public Facility zones next to the zones purchased. In general, it is an expansion of the current PF zones.

6. Does the existing zoning prohibit reasonable use of the property? Please explain.

With the zonings being currently different, it does not allow the user to combine lots or perform a boundary line adjustment in order to allow for the proper construction of the new school.

7. Will any residential character, in the immediate area, be adversely affected by the proposed amendment? If yes or maybe, please explain:

No, the public facility designation will not adversely affect the the neighborhood. The district is a good neighbor and generally only functions during the weekdays at normal business hours when everyone else would typically be working as well. The existing school is already on parcels of land that will be used in the new construction.

8. Will property values in the vicinity be changed by the proposed amendment? If yes or maybe, please explain:

Unknown, not expected to have a change in property value.

9. Will approval of the proposed amendment set a precedent for other similar proposals or uses? Will this deter the use, improvement or development of adjacent property in accordance with the existing Zoning Districts? Please explain:

No, this will not set any precedent for other proposals . As noted in a previous response, public facility zoning district is borne out of necessity for public services which is what will be provided here, an expanded school for the school district.

10. Will the proposed amendment encourage more private investments which will be beneficial to the redevelopment of a deteriorated area? Please explain:

Potentially, the existing neighborhood is a medium density residential. With this project and future school expansion improvements the neighborhood will likely be reinvigorated.

11. Will the proposed amendment combat any economic segregation and allow greater choice in the market? Please explain.

No this is not expected.

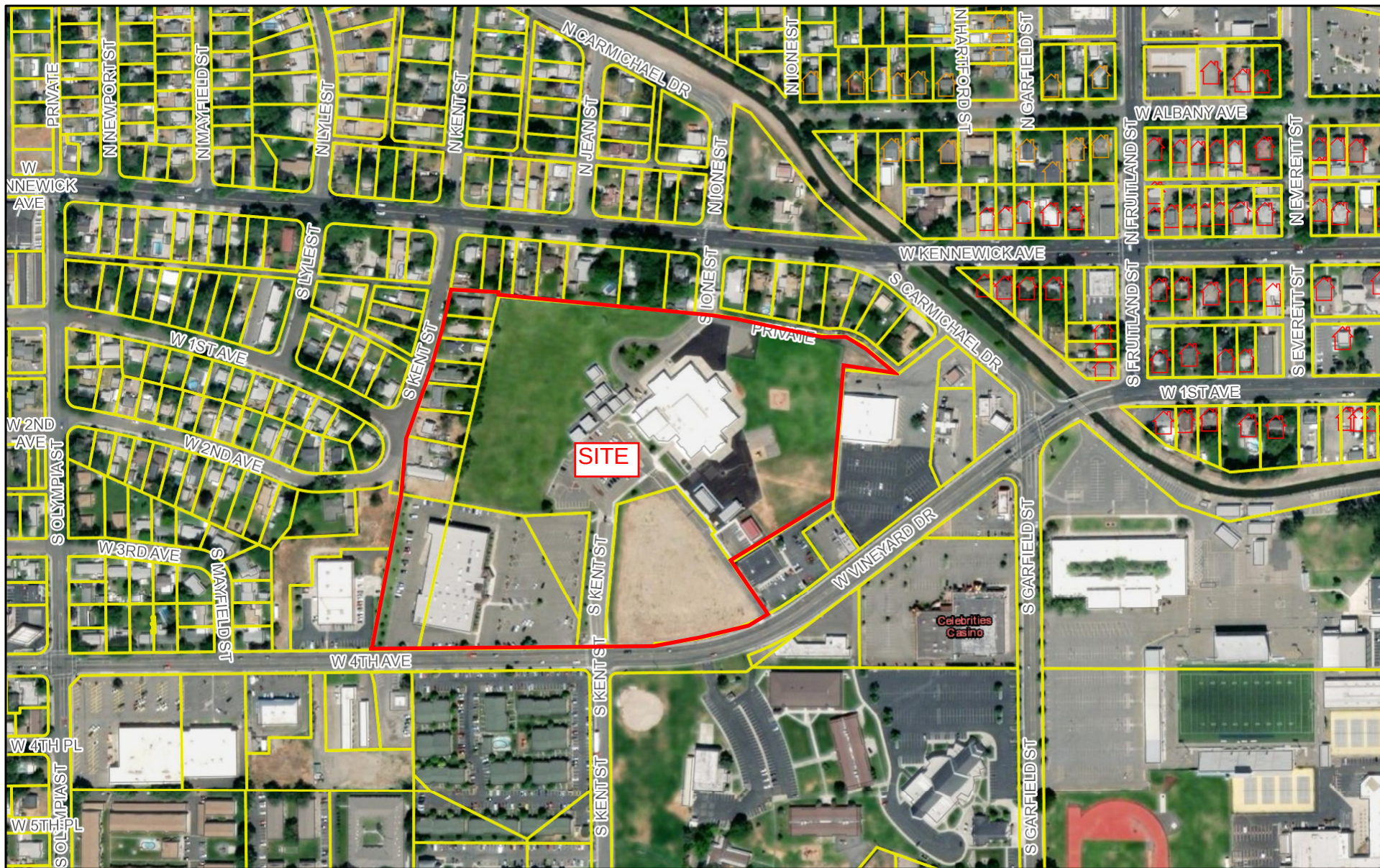
12. Will the proposed amendment create conflict between potential land uses and transportation patterns? Or safety concerns? Please explain:

No, considering some zones were already in use for the current school it should not change any transportation or traffic patterns. No safety concerns are anticipated either as a result of this proposed action.

Summary of City forms required:

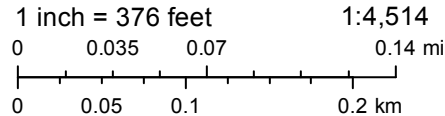
Application – General Form
Change of Zone Supplemental Information
Environmental and Salmonids Checklist (SEPA)

Vicinity Map



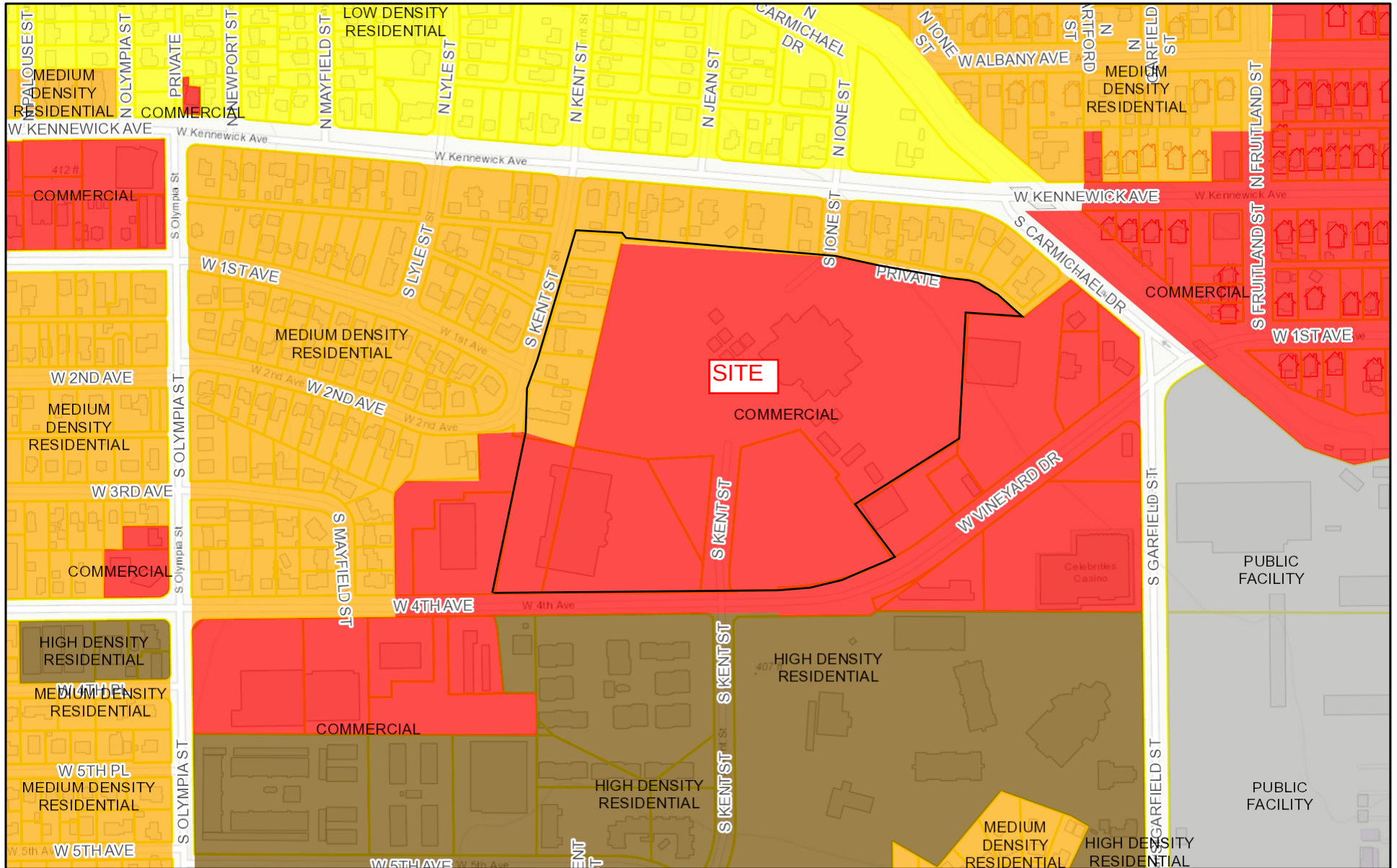
October 23, 2018 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

StreetName	 Apartment	 Mobile Home
SurveyAddressPoint	 Building	Parcel
 Condo		SurveyAddressPointSupp
 <all other values>		



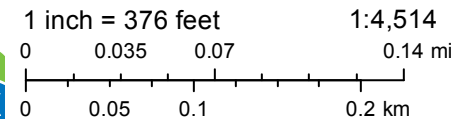
Esri, HERE, Garmin, © OpenStreetMap contributors, and the

Comprehensive Plan Map



November 19, 2018 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

StreetName	 Apartment	 Mobile Home
SurveyAddressPoint	 Building	Parcel
 Condo		SurveyAddressPointSupp
 <all other values>		



Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,



NOTIFICATION OF MAILING

I, Melinda Didier, on 11/16, 2018
Mailed 64 copies of NDPH
for COZ 18-05
to prop. own/appl. w/in 300'

as shown on the attached list.

COZ 18-05 / PLN-2018-03327
1000 W 4TH AVE
RM & CC TO PF
KSD KEITH COLEE

Melinda Didier
Signature

**KENNEWICK PLANNING COMMISSION
NOTICE OF PUBLIC HEARING**

December 3, 2018 6:30 p.m.

The Kennewick Planning Commission will hold a Public Hearing on Monday, December 3, 2018, at City Hall Council Chambers, 210 West 6th Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed change of zoning. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item.

Project# COZ 18-05 – The Kennewick School District has proposed to change the zoning district for 23.15 acres generally located at 1000 W 4th Avenue from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF). The property has a comprehensive plan land use designation of Public Facility. Review the vicinity map on back of this notice. For questions about this project, please call Steve Donovan (509) 585-4361.

Written comments may be addressed to Steve Donovan and submitted to steve.donovan@ci.kennewick.wa.us or mailed to PO Box 6108, Kennewick, WA 99336 no later than 4:30 p.m., November 30, 2018. All other comments should be submitted at the meeting.

The City of Kennewick welcomes full participation in public meeting by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Steve Donovan at (509) 585-4361 or TDD (509) 585-4425 or through the Washington Relay Service Center TTY at #711 at least ten days prior to the date of the meeting to make arrangements for special needs.

Vicinity Map



October 23, 2018 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

- | | | |
|--------------------|-----------|------------------------|
| StreetName | Apartment | Mobile Home |
| SurveyAddressPoint | Building | Parcel |
| <all other values> | Condo | SurveyAddressPointSupp |



1 inch = 376 feet
 0 0.035 0.07 0.1 0.14 mi
 0 0.05 0.1 0.2 km

Esri, HERE, Garmin, ©
 OpenStreetMap contributors, and the

ArcGIS WebApp Builder
 City of Kennewick

37 **DUP**

Kennewick School District #17
1000 W 4th Ave.
Kennewick WA 99336-5533

37 **DUP**

Kennewick School District #17
1000 W 4th Ave.
Kennewick WA 99336

37 **DUP**

Kennewick School District #17
1000 W 4th Ave.
Kennewick WA 99336

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Kennewick School District #17
1000 W 4th Ave.
Kennewick WA 99336

37 **DUP**

Kennewick School District #17
1000 W 4th Ave.
Kennewick WA 99336

37

Parker S. & Lily D.Jones/Harris
841 W Kennewick Ave.
Kennewick WA 99336

37

Stanley W. & Belva JeanOwen Trustees
837 W Kennewick Ave.
Kennewick WA 99336

37 **DUP**

Stanley W. & Belva JeanOwens
837 W Kennewick Ave.
Kennewick WA 99336

37

Jason M. & DeniseHunter
827 W Kennewick Ave.
Kennewick WA 99337

37

Jason H.Cornwell
823 W Kennewick Ave.
Kennewick WA 99336

37

Cody & Donna J.Hostick
913 W Kennewick Ave.
Kennewick WA 99336

37

Gerald D. & DelorisSleater
104105 E Badger Rd.
Kennewick WA 99338-9100

37

Norma L.Torres Chavez
6 W Carmichael Dr.
Kennewick WA 99336-5590

37

Autozone Development Corp
PO Box 2198
Memphis TN 38101

37 **DUP**

Autozone Development Corp
PO Box 2198
Memphis TN 38101

37

Meadow Park 155, LLC
4000 MacArthur Blvd. Ste
Newport Beach CA 92660

37

National Petcare Centers Inc.
12401 W Olympic Blvd.
Los Angeles CA 90064

37

Corp of Catholic Bishop Yakima
5301 A Tieton Dr.
Yakima WA 98908

37

Hendrickson Fir Grove LLC
4407 W 19th Ave.
Kennewick WA 99338

37

Hendrickson Fir Grove LLC
4407 W 19th Ave.
Kennewick WA 99338

37

Hendrickson Fir Grove LLC
4407 W 19th Ave.
Kennewick WA 99338

COZ 18-05 / PLN-2018-03327
1000 W 4TH AVE
RM & CC TO PF
KSD KEITH COLEE

37

37

37

37

37

37
MM Properties Vineyard, LLC
14019 SE 35th Loop
Vancouver WA 98683

37
Orod Construction, LLC
1399 Belmont Blvd
West Richland WA 99353

37
York Street, LLC
PO Box 06116
Chicago IL 60606

37
Corp of Catholic Bishop Yakima
5301 A Tieton Dr.
Yakima WA 98908

37
Jerry E.Walker
3297 Coy Dr.
Sherman Oaks CA 91423

37
Tim E.Alongi
4009 S Waverly St.
Kennewick WA 99336

37
Clarence S. & Nancy LeeEckert
1004 W Kennewick Ave.
Kennewick WA 99336-3351

37
Stephanie L.Hall
65310 N SR 225
Benton City WA 99320

37
Richard N. & Sharon E.Soper
1104 W Kennewick Ave.
Kennewick WA 99336-3349

37
William D. & Judy K.Leahy
1111 W Kennewick Ave.
Kennewick WA 99336-3350

37
Tapteal Properites, LLC
5 Presido Terrace
San Francisco CA 94118

37
Garfield Mart Inc
30 S Garfield St.
Kennewick WA 99336

37
Kennewick School District
1000 W 4th Ave.
Kennewick WA 99336-5533

37 **DUP**
Corp of Catholic Bishop Yakima
5301 A Tieton Dr.
Yakima WA 98908

37
Russell D.Shiplet
912 W Kennewick Ave.
Kennewick WA 99336-3353

37
Donna E.Snyder
920 W Kennewick Ave.
Kennewick WA 99336

37
Cody & DanielleMerriman
1016 W Kennewick Ave.
Kennewick WA 99336-3351

37
Hulbert Property Management, LLC
3201 W 24th Ave.
Kennewick WA 99337-2412

37 **DUP**
Richard N. & Sharon E.Soper
1104 W Kennewick Ave.
Kennewick WA 99336-3349

37
Tommy J. & Linda K.Magelsen
1107 W Kennewick Ave.
Kennewick WA 99336

37
Three Rivers Ranch, LLC
4102 S Green Street
Kennewick WA 99337-2671

37
Col. Basin Pizza Hut #46016 C/O Emerald
City Pizza Basin Investment Group
12121 Harbour Reach Dr.
Mukileto WA 98275

37
Kennewick School District
1000 W 4th Ave.
Kennewick WA 99336-5533

37
Stanford's Recreation, LLC
711 Vineyard Dr.
Kennewick WA 99336

37
AmberThomas
914 W Kennewick Ave.
Kennewick WA 99336

37
James N.Willich
924 W Kennewick Ave.
Kennewick WA 99336-3353

37 **DUP**
Cody & DanielleMerriman
1016 W Kennewick Ave.
Kennewick WA 99336-3351

37
Leigh CTerrass
1102 W Kennewick Ave.
Kennewick WA 99336

37
Jerrold L. & KathleenHurt
17 S Lyle St.
Kennewick WA 99336-5018

37
Clarice R.Morrow
2107 W 15th Ave.
Kennewick WA 99337

37
Leonard & Carol Christensen
16 S Kent St.
Kennewick WA 99336-5021

37
Nathan D. Monke
1102 W 1st Ave.
Kennewick WA 99336-5065

37
Clara Marie Reed
1114 W 1st Ave.
Kennewick WA 99336-5065

37
Patricia A. Cuiity
1017 W Kennewick Ave.
Kennewick WA 99336

37
Kenneth E. Lodahl
2903 W 37th Ave.
Kennewick WA 99337

37
Susan M. Mikels
925 W Kennewick Ave.
Kennewick WA 99336-3354

37
Melva L. Mitchell
1109 W 1st Ave.
Kennewick WA 99336-5066

37
Rafael & Martha L. Cortes
1106 W 2nd Ave.
Kennewick WA 99336-5053

37
Leonard D. & Margaret E. Shaw
313 S Mayfield St.
Kennewick WA 99336-5016

37
Harlan McMullen
1101 W 2nd Ave.
Kennewick WA 99336-5054

37
Garry Edwards
18 S Kent St.
Kennewick WA 99336-5021

37
Tamara L. Bradbury
1106 W 1st Ave.
Kennewick WA 99336-5065

37
Norma J. & Nina J. Garcia/ Hutchinson
1118 W 1st Ave.
Kennewick WA 99336

37
Patricia A. Cuiity
1017 W Kennewick Ave.
Kennewick WA 99336

37
Cody & Donna J. Hostick
913 W Kennewick Ave.
Kennewick WA 99336

37
Paul Michael Marquez
1101 W 1st Ave.
Kennewick WA 99336

37
Feliberto Romero
1113 W 1st Ave
Kennewick WA 99336-5066

37
Ralph V. & Maria H. Mercado
1102 W 2nd Ave.
Kennewick WA 99336-5053

37
Rylan Grimes
921 N Rd. 37
Pasco WA 99301

37
Kennewick School District #17
1000 W 4th Ave.
Kennewick WA 99336-5533

37
Timothy J. Miller
24 S Kent St.
Kennewick WA 99336-5021

37
Cris Haley
210 N Perry St.
Kennewick WA 99336

37
Sherry Shroeder
76633 E Country Heights Dr.
Kennewick WA 99336

37
Gregory Melvin Barcom
1009 W Kennewick Ave.
Kennewick WA 99336-3352

37
Barbara B. Brauer, Trustee
915 W Kennewick Ave.
Kennewick WA 99336-3354

37
Jose L. & Julia L. Mejia
1105 W 1st
Kennewick WA 99336

37
Steven C. Parker
2302 W 7th Ave.
Kennewick WA 99336-4856

37
Merle E. & ET UX Montgomery
1709 Dennis St.
Kennewick WA 99337-2874

37
Shawna Jimenez
1308 W 4th Ave.
Kennewick WA 99336-5031

37 **DUP**
Kennewick School District #17
1000 W 4th Ave.
Kennewick WA 99336-5533



**CITY OF KENNEWICK
DETERMINATION OF NON-SIGNIFICANCE**

FILE/PROJECT NUMBER: CPA 18-04/PLN-2018-00811

DESCRIPTION OF PROPOSAL: The proposal is to change the Comprehensive Plan Land Use designations for seven parcels from Medium Density Residential and three parcels (for a total of 23.15 acres) from Commercial to Public Facility.

PROPOSER: Kennewick School District 1000 W 4th Avenue, Kennewick, WA 99336

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 13 S Kent Street, 17 S Kent Street, 21 S Kent Street, 25 S Kent Street, 29 S Kent Street, 105 S Kent Street, 109 S Kent Street, 1000 W 4th Avenue, 930 W 4th Avenue and 910 W 4th Avenue.

LEAD AGENCY: City of Kennewick

DETERMINATION: The City of Kennewick has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the City. This information is available to the public on request. Application for other required permits may require further review under SEPA procedures.

☒ There is no comment period for this DNS.

☐ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

☐ This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by _____. After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

RESPONSIBLE OFFICIAL: Gregory McCormick, AICP

POSITION/TITLE: Community Planning Director

ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336

PHONE: (509) 585-4463

☐ Changes, modifications and/or additions to the checklist have been made on the attached Environmental Checklist Review.

This DNS is subject to the attached conditions:

☒ No conditions.

☐ See attached condition(s).

Date: July 20, 2018 Signature: _____

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

Copies of this DNS were mailed to:

Dept. of Ecology
WA Dept. of Fish & Wildlife
WSDOT
Yakama Nation
CTUIR
CPA 18-04 File



Department of Energy

Bonneville Power Administration
2211 North Commercial Avenue
Pasco, WA 99301

TRANSMISSION SERVICES

November 5, 2018

In reply refer to: COZ 18-05/PLN-2018-03327
Located within a Portion of Section 1, Township 8 North,
Range 29 East, W.M., Benton County, Washington

Steve Donovan
City of Kennewick
Community Planning/Planner
210 W. 6th Avenue - PO Box 6108
Kennewick, WA 99336

Dear Steve:

Bonneville Power Administration (BPA) has had the opportunity to review GRADE 18-08/PLN-2018-02801. The application is to change the zoning district for 23.15 acres from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF). The property is generally located at 1000 W 4th Avenue in Kennewick, WA; County parcel number 101892000005012.

In researching our records, we have found that this proposal will not directly impact BPA facilities. BPA does not have any objections to the approval of this request at this time.

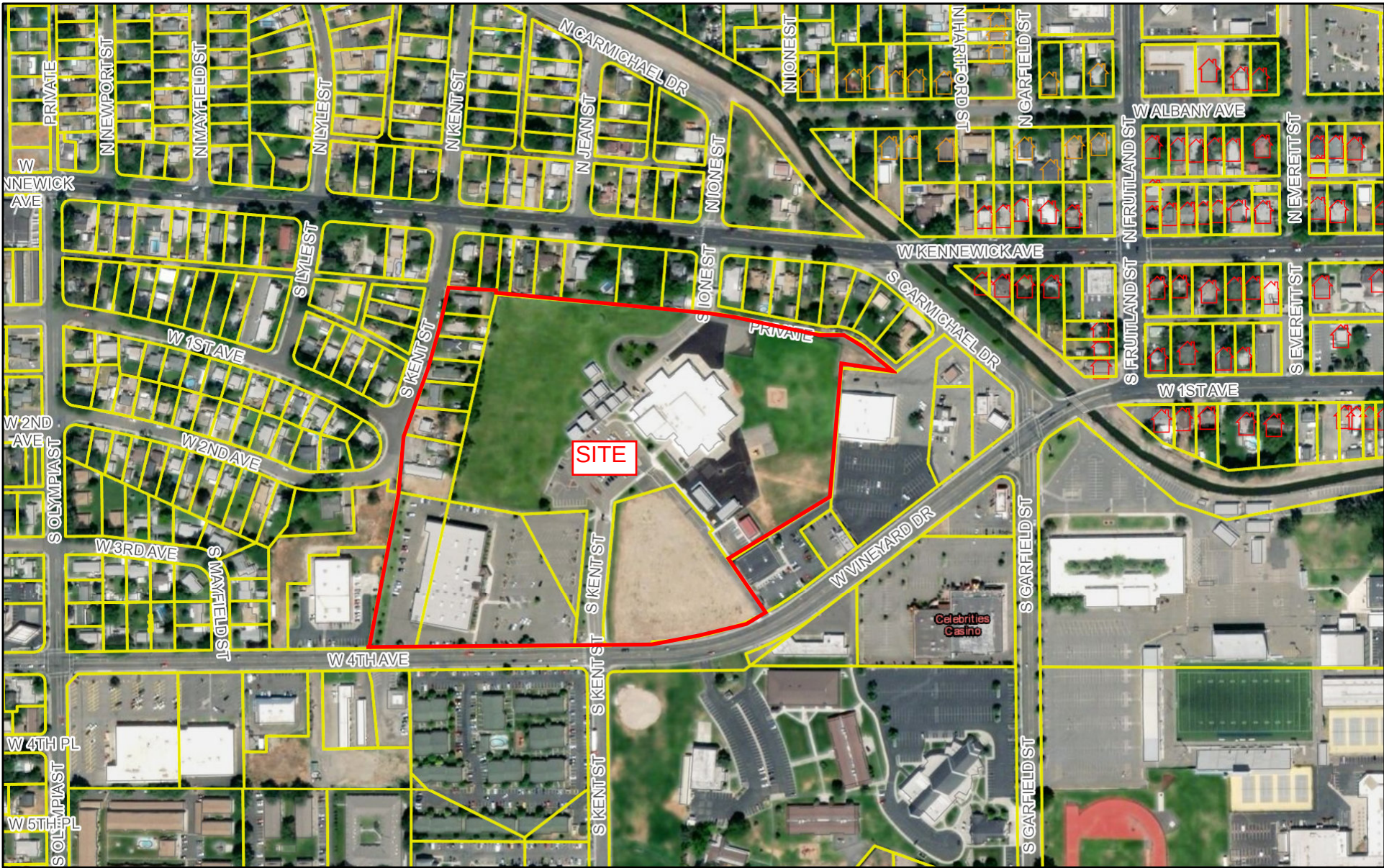
Thank you for the opportunity to review this application. If you have any questions regarding this request or need additional information, please feel free to contact me. I can be reached at (503) 230-5510 or by email at mjdeklyen@bpa.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike DeKlyen", is written over a horizontal line.

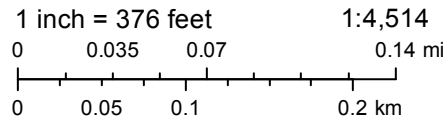
Mike DeKlyen
BPA Field Realty Specialist

Vicinity Map



October 23, 2018 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

StreetName		Apartment		Mobile Home
SurveyAddressPoint		Building		Parcel
	Condo		SurveyAddressPointSupp	
	<all other values>			



Esri, HERE, Garmin, © OpenStreetMap contributors, and the

Council Agenda Coversheet 	Agenda Item Number	5.c.	Council Date	12/18/2018	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Change of Zone - IL & OS to PF (Kamiakin H.S.)			Public Mtg / Hrg	☐
	Ordinance/Reso #	5798	Contract #		Other	☐
	Project #	COZ 18-06	Permit #	PLN-2018-03328	Quasi-Judicial	☒
	Department	Planning				

Recommendation

The Planning Commission recommends that City Council concur with the findings and conclusions contained in the staff report and approve COZ 18-06 by adopting Ordinance 5798

Motion for Consideration

I move adoption of Ordinance 5798.

Summary

Keith Colee of the Kennewick School District has applied to change the zone of two parcels of land from Industrial Light (IL) to Public Facility (PF) and a third parcel from Open Space (OS) to Public Facility (PF). Two parcels, 7.42 and 4.14 acres in size, were acquired from the the BNFS railway, and Council recently approved a Comprehensive Plan land use change from Industrial to Public Facility (CPA 18-05). The third parcel is the Kamiakin High School parcel 31.54 acres in size and currently has a Comprehensive Plan land use designation of Public Facility.

The railroad parcels are at the west and east of N. Edison Street and the Kamiakin High School parcel is located at 600 N. Arthur Street. Changing the railroad parcels to Public Facility (PF) will make them consistent with the recent Comprehensive Plan land use change to Public Facility. The Kamiakin High School parcel is currently zoned Open Space (OS) which is not an implementing zone in the Public Facility land use category. The zone change to Public Facility (PF) will make it consistent with the Public Facility Comprehensive Plan land use.

The Planning Commission held a public hearing on December 3, 2018. No one spoke either neutral or against the change of zone. The Planning Commission voted unanimously to recommend City Council approve the change of zone.

Alternatives

None recommended.

Fiscal Impact

None

Through	Wes Romine Dec 12, 07:55:18 GMT-0800 2018	Attachments: 
Dept Head Approval	Gregory McCormick Dec 12, 15:03:38 GMT-0800 2018	
City Mgr Approval	Marie Mosley Dec 13, 20:13:59 GMT-0800 2018	

☐ **Recording Required?**

CITY OF KENNEWICK
ORDINANCE NO. 5798

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK LOCATED AT THE RAILROAD RIGHT OF WAY AT THE WEST AND EAST OF NORTH EDISON STREET AND AT 600 NORTH ARTHUR STREET FROM INDUSTRIAL LIGHT (IL) TO PUBLIC FACILITY (PF) AND OPEN SPACE (OS) TO PUBLIC FACILITY (PF) (COZ 18-06, KENNEWICK SCHOOL DISTRICT)

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 3001, as amended, the zoning ordinance of the City of Kennewick and the accompanying zoning map of the City of Kennewick being part of said ordinance shall be and hereby is changed from Industrial Light (IL) to Public Facility (PF) and Open Space (OS) to Public Facility (PF) for the real property described as follows:

Legal Description 1-3399-300-0001-000:

The Northerly 110 feet of BNSF Railway Company's (formerly Northern Pacific Railway Company) 400.0 feet wide Charter Right of Way Property in the Southwest quarter of Section 33, Township 9 North, Range 29 East, Willamette Meridian, Benton County, Washington, lying between two lines drawn parallel with and distant 90 feet and 200 feet Northerly of, as measured perpendicular to said Railway Company's Main Track Centerline, as originally located and constructed. Bounded on the West by the East line of N Kellogg Street, and bounded on the East by the West line of N Edison Street. (Boundary Line Adjustment per AF # 2016-017271)

Legal Description 1-3399-400-0001-000:

That Portion of the BNSF Railway Company's (formerly Northern Pacific Railway Company) 400.0 feet wide right of way being 200.0 feet to each side of said Railway Company's Main Track Centerline, as originally located and constructed upon, over and across the East half of Section 33, Township 9 North, Range 29, Willamette Meridian, Benton County, Washington, being more particularly described as follows:

Commencing at the Northwest Corner of the Southeast Quarter of said Section 33; thence South 00°39'30" West along the West Line thereof a distance of 341.57 feet to the True Point of Beginning; Thence, leaving said Line, North 68°45'00" East, parallel with said Main Track Centerline, a distance of 70.00 feet therefrom as measured perpendicular thereto, a distance of 1463.25 feet to the easterly margin of North Arthur Street extended northerly; Thence South 00°49'56" West, along said margin, a distance of 140.29 feet to the southeasterly margin of said Railway Right of Way; Thence South 68°45'00" West, along said margin, a distance of 1462.79 feet to the West Line of said Southeast Quarter; Thence North 00°39'30" East, along said line, a distance of 140.12 feet to the Point of Beginning.

Except North Edison Street.

Also Except that Portion conveyed to the City of Kennewick for public road purposes by Deed Recorded January 6, 2010, under Auditor's Fee No. 2010-000253.

Also except West Metaline Avenue.

Legal Description 1-3399-402-0042-001, (Combined for Taxing Purposes):

Lots 33, 34, 41 and 42, The Highlands Plat A as recorded in Volume 2 of Plats, Page 2, Records of Benton County, Washington; Recorded in Volume 2 of Plats, Page 2,

EXCEPT the North 40 feet of said Lots 33 and 34;

AND EXCEPT any portion of said Lot 33 lying North of adjacent Railroad;

AND EXCEPT the South 54.5 feet of said Lots 41 and 42;

AND EXCEPT the East 15 feet of said Lots 33 and 42;

AND EXCEPT that portion of said Lots 34 and 41 conveyed to City of Kennewick by Quit Claim Deed recorded under Auditor's File No. 2006-041106.

Section 2. The City Council finds the amendments described in Section 1 above are in conformance with the Comprehensive Plan of the City.

Section 3. Severability Clause. If any provision of this amendatory ordinance or its application to any persons or circumstances is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

Section 4. The Responsible Official for the State Environmental Policy Act has determined that the proposal will not have a probable significant adverse impact on the quality of the environment.

Section 5. This ordinance shall be in full force and effect five (5) days from and after its approval, passage and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of December, 2018, and signed in authentication of its passage this 18th day of December, 2018.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5798 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington this 19th day of December, 2018.

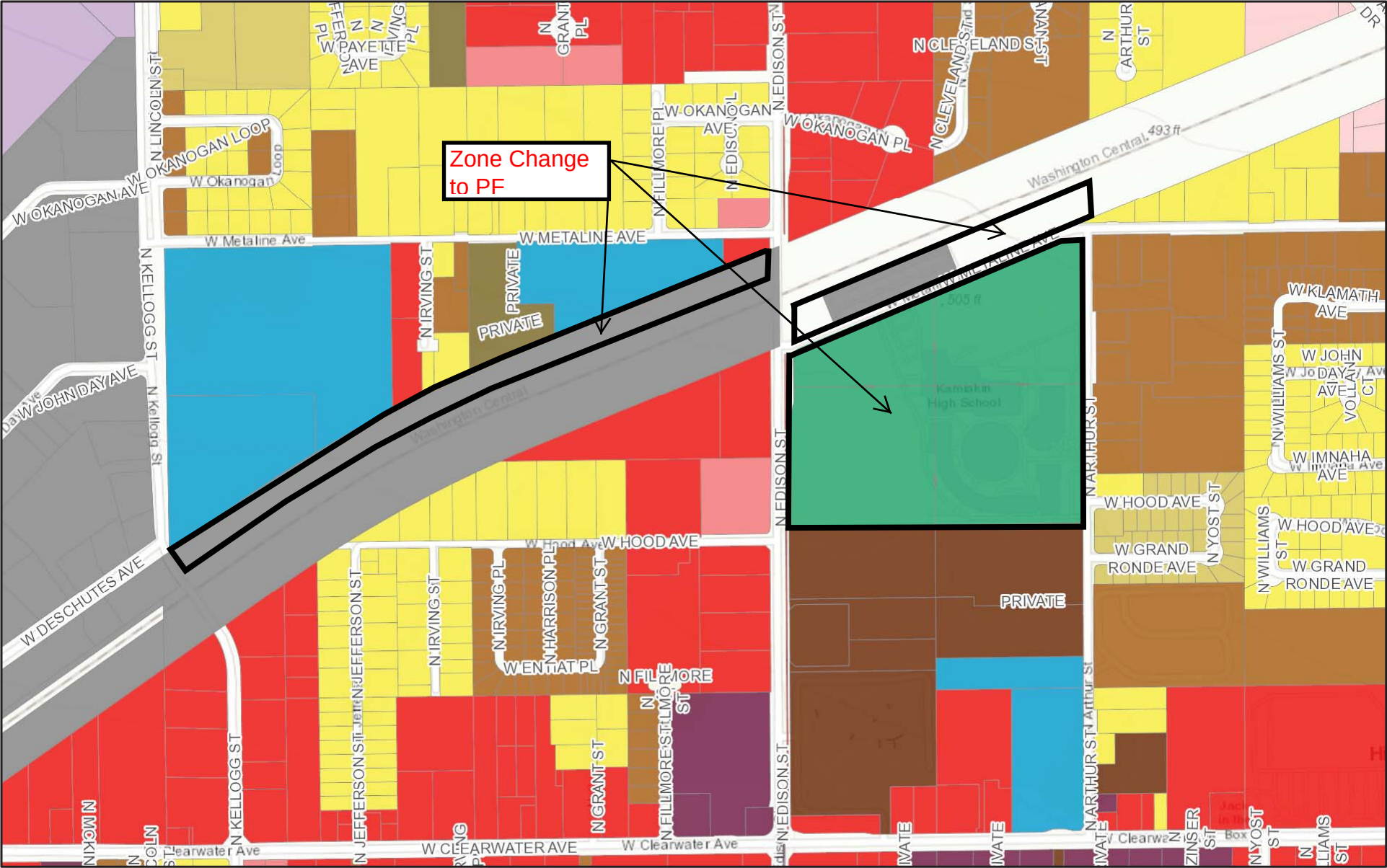
Approved as to form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION_____

Zoning Map



November 20, 2018 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

StreetName

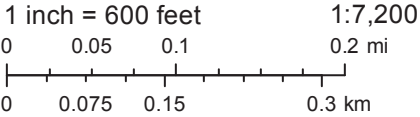
SV_CI_RICHLAND_10

SurveyCityLimits

SV_CI_COUNTY_10

SV_CI_KENNEWICK_10

SurveyUrbanGrowthBoundary



Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

**KENNEWICK PLANNING COMMISSION
DECEMBER 3, 2018
MEETING MINUTES**

CALL TO ORDER

Chairman Pacheco called the meeting to order at 6:30 p.m.

Vice Chairman Morris led the Pledge of Allegiance.

Recorder Terri Wright called the roll and found the following:

Present: Commissioners Rob Rettig, Charles Torelli, Vice Chairman Morris and Chairman Pacheco.

Excused: Commissioners Anthony Moore, Clark Stolle, and Thomas Helgeson.

Unexcused: None

Staff Present: Greg McCormick, AICP Planning Director; Wes Romine, Development Services Manager; Steve Donovan, Planner; Lisa Beaton, City Attorney; Terri Wright, City Clerk/Recorder.

CONSENT AGENDA

- a. Approval of Agenda
- b. Approval of the September 17, 2018 Meeting Minutes
- c. Motion to enter Staff Reports into the Record

Commissioner Morris moved to accept the consent agenda, amending page 2 of the minutes under COZ 18-04 public hearing to "...Vice-Chairman Morris asked for a motion". Commissioner Rettig seconded the motion. The motion carried unanimously.

PUBLIC HEARINGS

Chairman Pacheco opened the public hearing at 6:33 p.m. for Small Cells Facilities. Applicant is Lisa Beaton, City Attorney City of Kennewick, 210 W. 6th Avenue, Kennewick, WA 99336.

Ms. Beaton gave a brief overview of the staff report, referenced the November 19, 2018 Planning Commission workshop session covering the proposed changes, and presented a Power Point of the staff report; Staff recommends that the Planning Commission concur with the Findings and Conditions of the staff report Small Cells Facilities, and recommend to City Council approval of the request.

Planning Commission questions included: Questions by Commissioners Torelli, Morris and Rettig; franchises, pole locations, right-of-way, aesthetics, impacts, Benton PUD, pedestrians.

Testimony of Applicant:

City is applicant.

Testimony in favor:

Jason Briscoe, Verizon
1313 N. Atlantic
Spokane, WA

Spoke in favor of the proposal.

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for Small Cells Facilities closed at 7:07 p.m.

Chairman Pacheco asked for a motion.

Commissioner Torelli moved to concur with the findings and conclusions in staff report ZOA #17-10 Small Cells Facilities and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion included: Commissioner Rettig questioned whether the letter received from WPG (Wireless Policy Group) be considered as part of Commissioner Torelli's motion.

Ms. Beaton said the motion needs to be amended to reflect the inclusion of the letter in the Planning Commission recommendation to the City Council, if that is the Planning Commission decision.

Ms. Wright said the staff report the Commissioners received didn't include the WPG letter, so the motion should be amended if the Planning Commission wants the WPG letter included in the Council recommendation.

Commissioner Torelli moved to amend the original motion to include the WPG letter, specifically referencing changes to the Chapter 5.20.30 of the application, in the Planning Commission recommendation to the City Council.

Commissioner Rettig seconded the motion.

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:14 p.m. for Change of Zone (COZ) #18-05 proposing to change 23.15 acres from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF), for property located at 1000 W. 4th Avenue, Kennewick, WA 99336. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-05 and recommend to City Council approval of the request.

Planning Commission questions included: None

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Helping school district with this project; this is follow up to comprehensive plan amendment previously submitted; will clean up the zoning to more appropriate public facility designation in keeping with comprehensive plan.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-05 closed at 7:19 p.m.

Chairman Ed Pacheco asked for a motion.

Vice Chairman Morris moved to concur with the findings and conclusions in staff report COZ 18-05 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion included: None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:20 p.m. for Change of Zone (COZ) 18-06 proposing to change 2 parcels of land 7.42 and 4.14 acres in size from Industrial Light (IL) to Public Facility (PF), and one parcel of land 31.54 acres in size from Open Space

(OS) to Public Facility (PF), located at the railroad right of way at the west and east of N. Edison Street, and at 600 N. Arthur St. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Romine gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-06 and recommend to City Council approval of the request.

Planning Commission questions included:

How Kamiakin High School has been zoned Open Space for past 45 years.

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Another Comprehensive Plan clean-up; have been looking at all school facilities for house-keeping zoning.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-06 closed at 7:26 p.m.

Chairman Pacheco asked for a motion.

Commissioner Torelli moved to concur with the findings and conclusions in staff report COZ 18-06 and forward a recommendation to City Council APPROVAL of the request.

Vice Chairman Morris seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:27 p.m. for Change of Zone (COZ) 18-09 proposing to change 2 acres of land located at 1863, 1903, and 1917 W. 19th Avenue

from Residential, Suburban (RS) and Residential, Low (RL) to Residential, Medium (RM). Applicant is Brad Beauchamp, 4001 S. Vancouver St., Kennewick, WA 99337.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-09 and recommend to City Council approval of the request.

Planning Commission questions included: Any comments from surrounding property owners.

Testimony of Applicant:

Brad Beauchamp
4001 S. Vancouver St.
Kennewick 99337

Acquired property, talked to staff last year will move forward with medium density, duplexes.

Testimony in favor:

None

Testimony neutral or against:

Jeff Robbins
290 Moore Rd
Pasco, WA 99301

Own property at 1831 W. 19th Ave; questioning medium density zoning, thought it was going to be single family.

Staff final comments:

None

Public Testimony for COZ 18-09 closed at 7:35 p.m.

Chairman Pacheco asked for a motion.

Commissioner Rettig moved to concur with the findings and conclusions in staff report COZ 18-09 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Torelli seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.

VISITORS NOT ON AGENDA:

None

OLD BUSINESS:

- a. **City Council Action Updates** – Area wide re-zone for agricultural was approved by City Council; there was a time-gap, it took a considerable amount of time refining the legal descriptions.

NEW BUSINESS:

None

REPORTS, COMMENTS, OR DISCUSSION OF COMMISSIONERS AND STAFF:

Commissioner Torelli wanted on the record, discussed at last workshop; containing Urban Mixed Use, it requires a master plan for more than 20 acres prior to zoning mixed use; need to be able to restrict that somewhat until Vista Field and Bridge to Bridge is further along.

Commissioner Rettig to clarify small cells amended motion, would that be considered staff report as submitted at the hearing.

ADJOURNMENT:

The meeting was adjourned at 7:42 p.m.

Planning Commission Action Summary
COZ No. 18-06 (Kamiakin High School)

The Kennewick Planning Commission conducted a public hearing on December 3, 2018 at Kennewick City Hall. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report and all oral and written facts and opinions, Commissioner Torelli moved that the Planning Commission concur with the findings and conclusions in the staff report COZ No. 18-06 and recommend to City Council approval of the request.

Findings of Fact

1. The applicant and property owner is the Kennewick School District (1000 W. 4th Avenue, Kennewick, WA 99336).
2. The proposed change of zone is for parcel numbers 1-3399-402-0042-001, 1-3399-300-0001-000, and 1-3399-4RS-1775-001.
3. The request is to change the zoning of two parcels of land from Industrial Light (IL) to Public Facility (PF), and one parcel of land from Open Space (OS) to Public Facility (PF).
4. The City's Comprehensive Plan Land Use Designation for the subject properties is Public Facility.
5. The Public Facility (PF) zoning district is an implementing zone of the Public Facility Comprehensive Plan Land Use Map designation.
6. The application was submitted on October 18, 2018 and declared complete for processing.
7. The application was routed for review to City Departments and outside agencies for comment on October 25, 2018.
8. City Council approved a Comprehensive Plan Land Use Amendment to Public Facility (CPA 18-05) on October 20, 2018 (Ord. 5775).
9. An Environmental Determination of Non-Significance was issued on July 20, 2018 for this application. The appeal period for the determination ended on August 3, 2018. No appeals were filed.
10. The Property Posting sign for the public hearing was posted on site November 15, 2018.
11. Notice of the public hearing for this application was published in the Tri-City Herald on November 18, 2018. Notices were also mailed to property owners within 300 feet of the site on November 16, 2018.
12. The proposed amendment conforms with the comprehensive plan; and
13. Promotes the public necessity, convenience and general welfare; and
14. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
15. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and

Conclusions of Law

1. Approval will change the zoning for two subject parcels from Industrial Light (IL) to Public Facility (PF), and a third subject parcel for Open Space (OS) to Public Facility (PF).
2. Approval will implement Urban Area Goal 5 of the City of Kennewick Comprehensive Plan.
3. Approval will result in the public necessity, convenience or general welfare.
4. Approval will not result in any adverse environmental impacts.

The motion for COZ No. 18-06 was seconded by Commissioner Morris. The motion passed unanimously with Commissioners Rettig, Torelli, Vice Chair Morris, and Chairman Pacheco in favor. Commissioner Moore, Stolle, and Helgeson were absent.



**ECONOMIC DEVELOPMENT AND
COMMUNITY PLANNING DEPARTMENT**

**STAFF REPORT AND RECOMMENDATION TO
THE PLANNING COMMISSION**

FILE No: COZ 18-06/PLN-2018-03328

Staff Report Date: November 21, 2018

Public Hearing Meeting Date and Location:

December 3, 2018, Kennewick City Hall

Report Prepared By: Wes Romine
Development Services Manager

Report Reviewed By: Gregory McCormick, AICP
Planning Director

Summary Recommendation: The City of Kennewick Planning Staff RECOMMENDS that Change of Zone 18-06 be APPROVED.

Summary of Proposal: A Change of Zone from Industrial Light (IL) to Public Facility (PF) for two parcels 7.42 and 4.14 acres in size, and from Open Space (OS) to Public Facility (PF) for one parcel of land 31.54 acres in size.

Proposal Location: The railroad right of way at the west and east of N. Edison Street, and at 600 N. Arthur Street (Kamiakin High School).

Legal Description:

Parcel 1-3399-402-0042-001

Lots 33, 34, 41 and 42, The Highlands Plat A as recorded in Volume 2 of Plats, Page 2, records of Benton County, Washington; EXCEPT the North 40 feet of said Lots 33 and 34; AND EXCEPT any portion of said Lot 33 lying North of adjacent railroad; AND EXCEPT the South 54.5 feet of said Lots 41 and 42; AND EXCEPT the East 15 feet of said Lots 33 and 42; AND EXCEPT that portion of said Lots 34 and 41 conveyed to City of Kennewick by deed recorded under Auditor's File No. 2006-041106.

Parcel 1-3399-300-001-000

The northerly 110 feet of BNSF railway company's (formerly Northern Pacific Railway Company) 400.0 Feet wide charter right of way property in the southwest quarter of section 33, township 9 North, Range 29 East of the Willamette Meridian in Benton County, Washington, lying between two lines drawn parallel with and distant 90 feet and 200 feet northerly of, as measured perpendicular to said railway company's main track centerline, as originally located and constructed. Bounded on the west by the east line of Kellogg Street, and bounded on the east by the west line of Edison Street.

Parcel 1-3399-4RS-1775-001

That portion of the BNSF railway company's (formerly Northern Pacific Railway Company) 400.0 Feet wide right of way being 200.0 Feet to each side of said railway company's main track centerline, as originally located and constructed upon, over and across the east half of section 33, township 9 North, Range 29 East of the Willamette Meridian in Benton County, Washington, being more particularly described as follows:

Commencing at the northwest corner of the southeast quarter of said section 33; thence south 00°39'30" west along the west line thereof a distance of 341.57 feet to the true point of beginning; thence, leaving said line, north 68°45'00" east, parallel with said main track centerline, a distance of 1463.25 feet to the easterly margin of north Arthur street extended northerly; thence south 00°49'56" west, along said margin, a distance of 140.29 feet to the southeasterly margin of said railway right of way; thence south 68°45'00" west, along said southeast quarter; thence north 00°39'30" east, along said line, a distance of 140.12 feet to the point of beginning.

Except north Edison Street.

Also except that portion conveyed to the City of Kennewick for road purposes by deed recorded January 6, 2010, under auditors fee no. 2010-000253.

Also except West Metaline Avenue

Property Owner: Kennewick School District
1000 W. 4th Avenue
Kennewick, WA 99336

Applicant: Same as Property Owner

Engineer: NA

Approval Criteria:

1. Comprehensive Plan – Land Use
2. KMC Title 4 – Administrative Procedures
3. KMC Title 18 – Zoning
4. Washington State Environmental Policy Act

COZ Key Application Processing Dates:

Pre-Application/Feasibility Meeting	N/A
Application Submittal	October 18, 2018
Determination of Completeness Issued	October 18, 2018
Notice of Application Mailed	October 25, 2018
Property Posting Sign for Application Notice	October 25, 2018
SEPA Threshold Determination Issued	July 20, 2018
Property Posting Sign for SEPA Determination	NA
Date of Mailed Notice of Public Hearing	November 16, 2018
Property Posting Sign for Public Hearing	November 15, 2018
Date of Published Notice of Public Hearing	November 18, 2018
SEPA Appeal Period Ends	NA
Planning Commission Public Hearing	December 3, 2018
City Council Decision Date	December 18, 2018

Exhibits:

- 1 Staff Report
- 2 Application/Supplemental Information
- 3 Notice of Application/Mailing List
- 4 Vicinity Map
- 5 Change of Zone Map
- 6 SEPA Determination

Staff Analysis of Proposal & Discussion:

The proposed Change of Zone (COZ 18-06) is a request to change the zone of two parcels of land from Industrial Light (IL) to Public Facility, 7.42 and 4.14 acres in size, and one parcel of land from Open Space (OS) to Public Facility that is 31.54 acres in size. The subject parcels are located at the rail road right of way to the west and east of N. Edison Street near W. Metaline Avenue, and the Kamiakin High School parcel at 600 N. Arthur Street. The applicant has requested the change of zone to be able to consolidate adjacent school properties and expand their parking facilities.

The two railroad right of way parcels are follow-up change of zones to the recently approved Comprehensive Plan Amendment (CPA 18-05) that change the Comprehensive Land Use from Industrial Light to Public Facility. The proposed Public Facility zoning is an implementing zone of the Public Facility land use and will make the zoning consistent with the Comprehensive Plan land use. The Kamiakin High School property's current Comprehensive land use designation is Public Facility. The current Open Space (OS) zoning is not an implementing zone in the Public Facility Comprehensive Plan land use designation. A change of zone to Public Facility (PF) will make the property consistent with the land use designation.

Per KMC 18.03.040 (18, 21 & 22), the purpose of IL, OS and PF zoning districts are as follows:

IL – “The purpose of the IL district is to provide areas for less intensive manufacturing and industrial uses, warehousing, and distribution operations to serve the”.

OS – “The purpose of the OS district is to offer areas for those types of activities which require open space such as critical area environments, schools, parks, other outdoor recreation, and similar compatible”.

PF – “The purpose of the PF district is to provide areas for public and quasi-public facilities, publicly owned or controlled parks and recreation facilities, and governmental buildings and facilities”.

Staff Comment: The change of zone will allow the subject parcels to be consistent with the City's Comprehensive Plan and allow uses compatible with the purpose of the Public Facility zone.

By approving this change of zone all the findings can be made that are required to approve a change of zone that are listed in KMC 18.51.070 (2):

- (a) The proposed amendment conforms with the comprehensive plan; and

Staff Response: The proposed Change of Zone conforms to the comprehensive plan. The Public Facility (PF) zone is an implementing zone of the Public Facility Comprehensive Plan Land Use designation.

- (b) Promotes the public necessity, convenience and general welfare; and

Staff Response: The proposed Change of Zone promotes the public necessity, convenience and welfare by establishing a zone compatible with the school district uses.

- (c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and

Staff Response: Staff is not aware of any burdens on public facilities.

- (d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and

Staff Response: The proposed amendment will establish a zoning district that is in compliance with the recent Comprehensive Plan Land Use amendment that was recently approved by City Council.

- (e) Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Staff Response: The above finding is not applicable since this is not a Single Family Residential zoned property.

The above required findings to approve a change of zone have been listed below under the staff recommended findings.

Surrounding Zoning:

North: Community Commercial (CC), Public Facility (PF) and Residential Trailer Park (RTP).

East: Residential Medium Density (RM) and Railroad Right of Way.

South: Commercial Community (CC) and Residential High Density (RH).

West: Commercial Community (CC) and Railroad Right of Way.

Applicable Goals and Policies of the Comprehensive Plan:

Urban Area Goal 5: *Coordinate land uses and development regulations between the City and other jurisdictions. Increase interaction with other agencies and Benton County as we continue to fill out the UGA.*

Staff Comment: A zone change to PF would allow consolidation of adjacent properties to be used more efficiently by the Kamiakin High School and the Kennewick School District maintenance facility.

Land Use Implementation by Zoning: Per the land use implementation by zoning table on page 15 of the City's Comprehensive Plan, Public Facility (PF) is a zone that can be implemented in the Public Facility Land Use category.

Findings:

1. The applicant and property owner is the Kennewick School District (1000 W. 4th Avenue, Kennewick, WA 99336).
2. The proposed change of zone is for parcel numbers 1-3399-402-0042-001, 1-3399-300-0001-000, and 1-3399-4RS-1775-001.
3. The request is to change the zoning of two parcels of land from Industrial Light (IL) to Public Facility (PF), and one parcel of land from Open Space (OS) to Public Facility (PF).
4. The City's Comprehensive Plan Land Use Designation for the subject properties is Public Facility.
5. The Public Facility (PF) zoning district is an implementing zone of the Public Facility Comprehensive Plan Land Use Map designation.
6. The application was submitted on October 18, 2018 and declared complete for processing.
7. The application was routed for review to City Departments and outside agencies for comment on October 25, 2018.
8. City Council approved a Comprehensive Plan Land Use Amendment to Public Facility (CPA 18-05) on October 20, 2018 (Ord. 5775).
9. An Environmental Determination of Non-Significance was issued on July 20, 2018 for this application. The appeal period for the determination ended on August 3, 2018. No appeals were filed.
10. The Property Posting sign for the public hearing was posted on site November 15, 2018.
11. Notice of the public hearing for this application was published in the Tri-City Herald on November 18, 2018. Notices were also mailed to property owners within 300 feet of the site on November 16, 2018.
12. The proposed amendment conforms with the comprehensive plan; and
13. Promotes the public necessity, convenience and general welfare; and
14. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and

15. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and

Conclusions:

1. Approval will change the zoning for two subject parcels from Industrial Light (IL) to Public Facility (PF), and a third subject parcel for Open Space (OS) to Public Facility (PF).
2. Approval will implement Urban Area Goal 5 of the City of Kennewick Comprehensive Plan.
3. Approval will result in the public necessity, convenience or general welfare.
4. Approval will not result in any adverse environmental impacts.

Recommendation:

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-06 and recommend approval to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 18-06 and recommend to City Council approval of the change of zone request to Public Facility.

Report Prepared By and Contact Person:

Wes Romine

Development Services Manager

wes.romine@ci.kennewick.wa.us

509-585-4558

City Council

COZ 18-06
600 N. Arthur Street

December 18, 2018

Project Summary

- ▣ Applicant & Owner: Kennewick School District
- ▣ Proposal: Change of Zone from IL and OS to PF.
- ▣ 3 parcels 7.42, 4.14 and 31.54 acres in size.
- ▣ Location: Railroad ROW west & east of N. Edison, and Kamiakin High School.
- ▣ Comprehensive Plan Designation:
Public Facility
- ▣ The 2 railroad ROW parcels are follow up to a recently approved Comprehensive Plan Amendment (CPA 18-05)

Vicinity Map



Site Photo



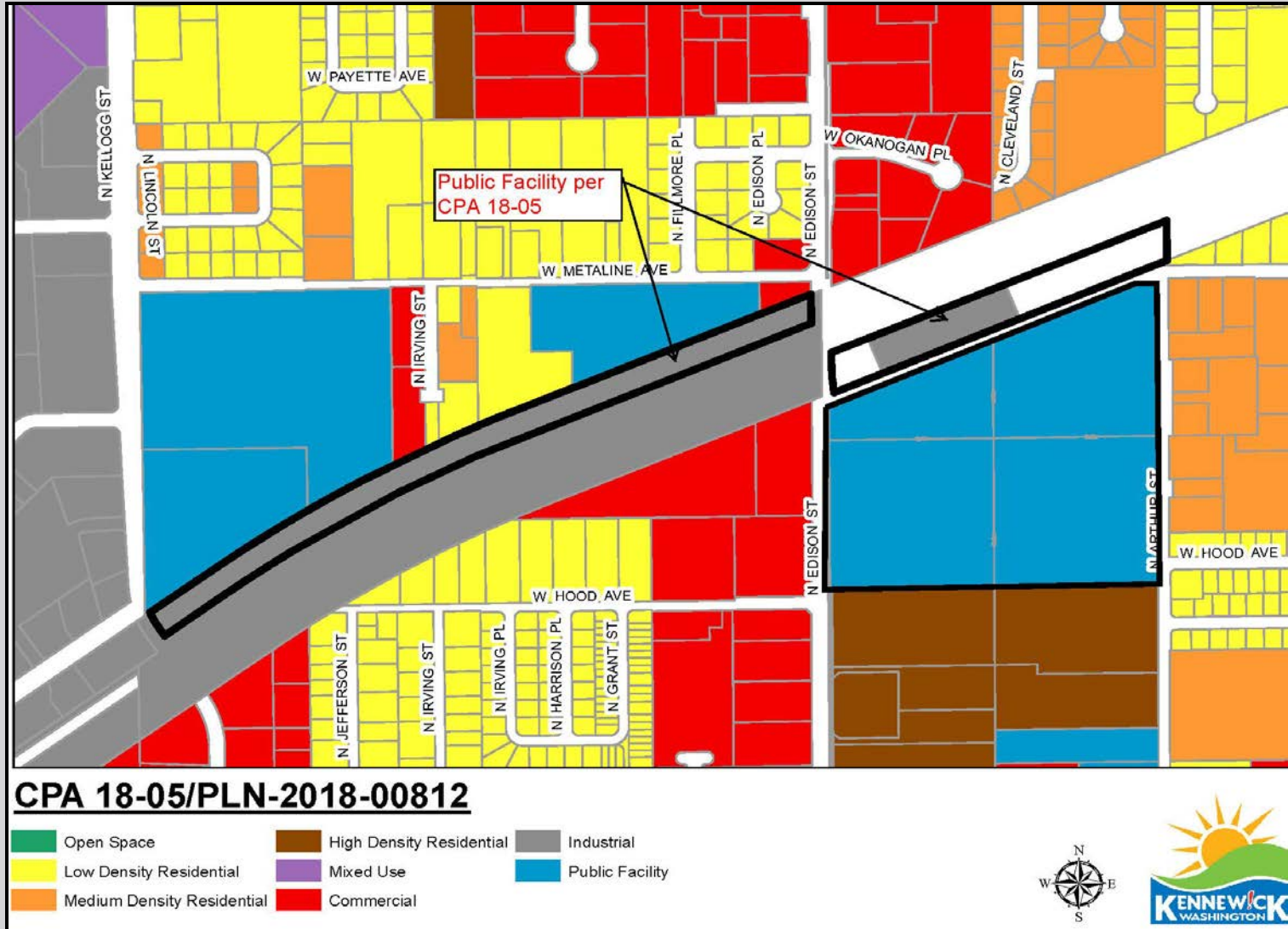
Site Photo



Zoning Map



Comp. Plan Land Use Map



Comprehensive Plan

- ▣ Comprehensive Plan Land Use designation for all 3 parcels is Public Facility.
- ▣ Changing the zone of the railroad ROW parcels to PF will be consistent with the recent Comp. Plan Amendment to Public Facility.
- ▣ The Kamiakin High School parcel is currently zoned OS. The proposed change to PF will make is consistent with the Public Facility Comp. Plan Designation.

Comments Received

- ▣ No comments or questions were received about this change of zone.

Findings for Approval

- ▣ The proposed amendment conforms with the comprehensive plan; and
- ▣ Promotes the public necessity, convenience and general welfare; and
- ▣ The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
- ▣ The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
- ▣ Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Recommendation

The Planning Commission recommended that City Council approve COZ 18-06.

Council Agenda Coversheet 	Agenda Item Number	5.d.	Council Date	12/18/2018	Consent Agenda	☐
	Agenda Item Type	Ordinance			Ordinance/Reso	☒
	Subject	Change of Zone from RS and RL to RM			Public Mtg / Hrg	☐
	Ordinance/Reso #	5799	Contract #		Other	☐
	Project #	COZ 18-09	Permit #	PLN-2018-03370	Quasi-Judicial	☐
	Department	Planning				

Recommendation

The Planning Commission recommends that City Council concur with the findings and conclusions contained in the staff report COZ 18-09 by adopting Ordinance 5799.

Motion for Consideration

I move to adopt Ordinance 5799.

Summary

Brad Beauchamp has applied to change the zone of 2 acres from Residential, Suburban (RS) and Residential, Low Density (RL) to Residential, Medium Density (RM). The Comprehensive Plan Land Use Designation is Medium Density Residential. The RM zone is an implementing zoning district of the Medium Density Residential land use designation.

The subject properties are located at 1903 and 1917 W 19th Avenue. The land use designation was changed to Medium Density Residential as part of the 2018 Comprehensive Plan Amendment Process. The change of zone would allow the properties to be developed with multi-family residential in addition to single family residential. The minimum lot sizes for the current zones are 10,500 sf (RS) and 7,500 sf (RL). The RM zone would allow for minimum lot size of 4,000 sf. Currently, there are properties to the north and south of the site that are zoned RM.

The Planning Commission held a public hearing for the change of zone on December 3, 2018. At the hearing, staff gave an overview of the staff report and the applicant spoke in favor of the proposal. One adjacent property owner did have some questions in regard to what the future plans are for the site. The Planning Commission voted unanimously, 4 to 0, to recommend approval of COZ 18-09.

Alternatives

None

Fiscal Impact

N/A

Through	Steve Donovan Dec 11, 12:31:17 GMT-0800 2018	Attachments: 
Dept Head Approval	Gregory McCormick Dec 11, 14:20:58 GMT-0800 2018	
City Mgr Approval	Marie Mosley Dec 13, 20:16:10 GMT-0800 2018	
		☐ Recording Required?

City Council

CHANGE of ZONE COZ 18-09

December 18, 2018



Application Summary

Applicant: Brad Beauchamp

Owner: Same as Above

Proposal: Rezone multiple properties from Residential, Suburban (RS) and Residential, Low Density (RL) to Residential, Medium Density (RM).

Comprehensive Plan Designation: Medium Density Residential – Amended October 16, 2018 via Ordinance 5777.

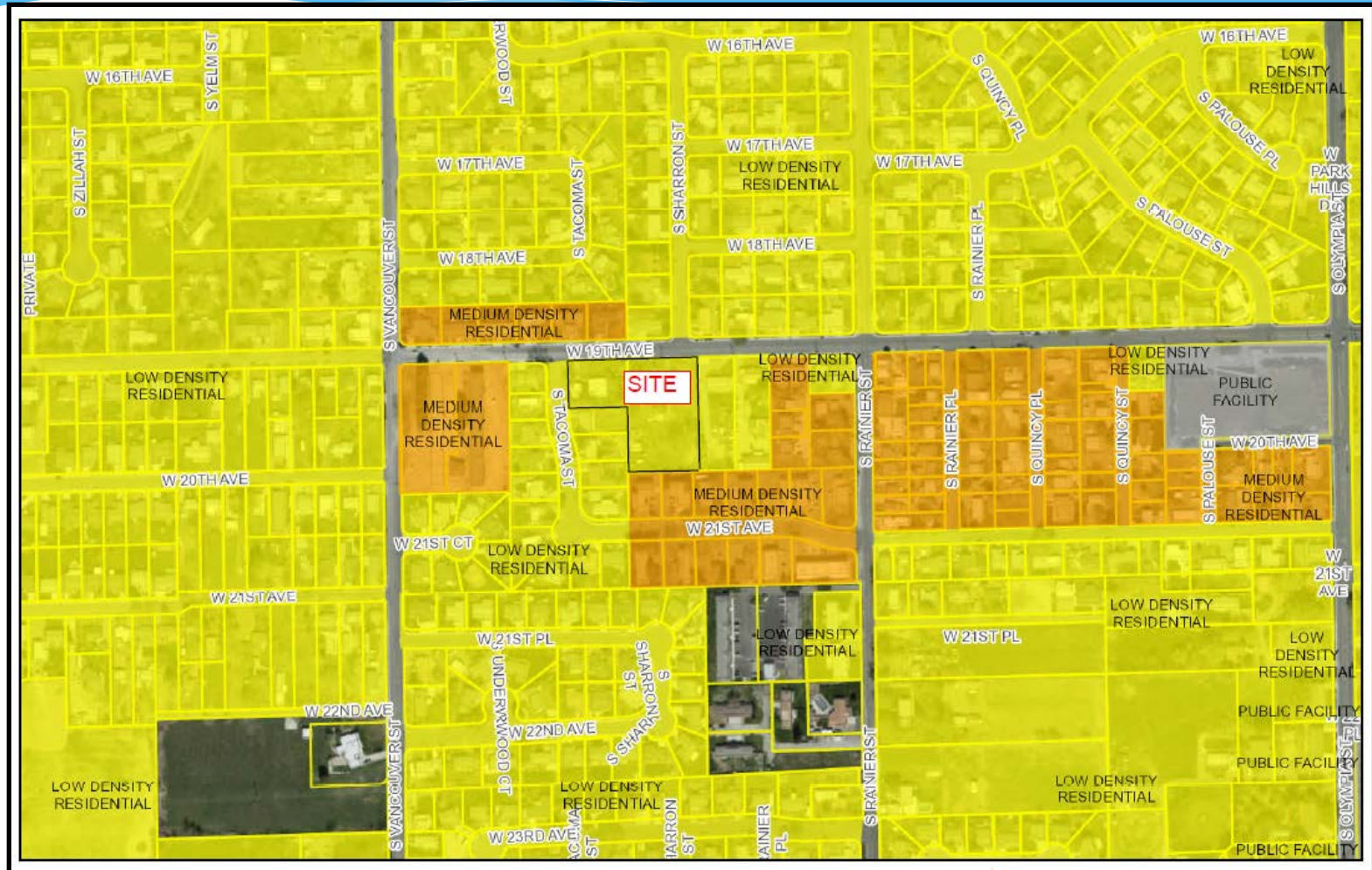
Location: 1903 and 1917 w 19th Avenue

Property Size: 2 acres

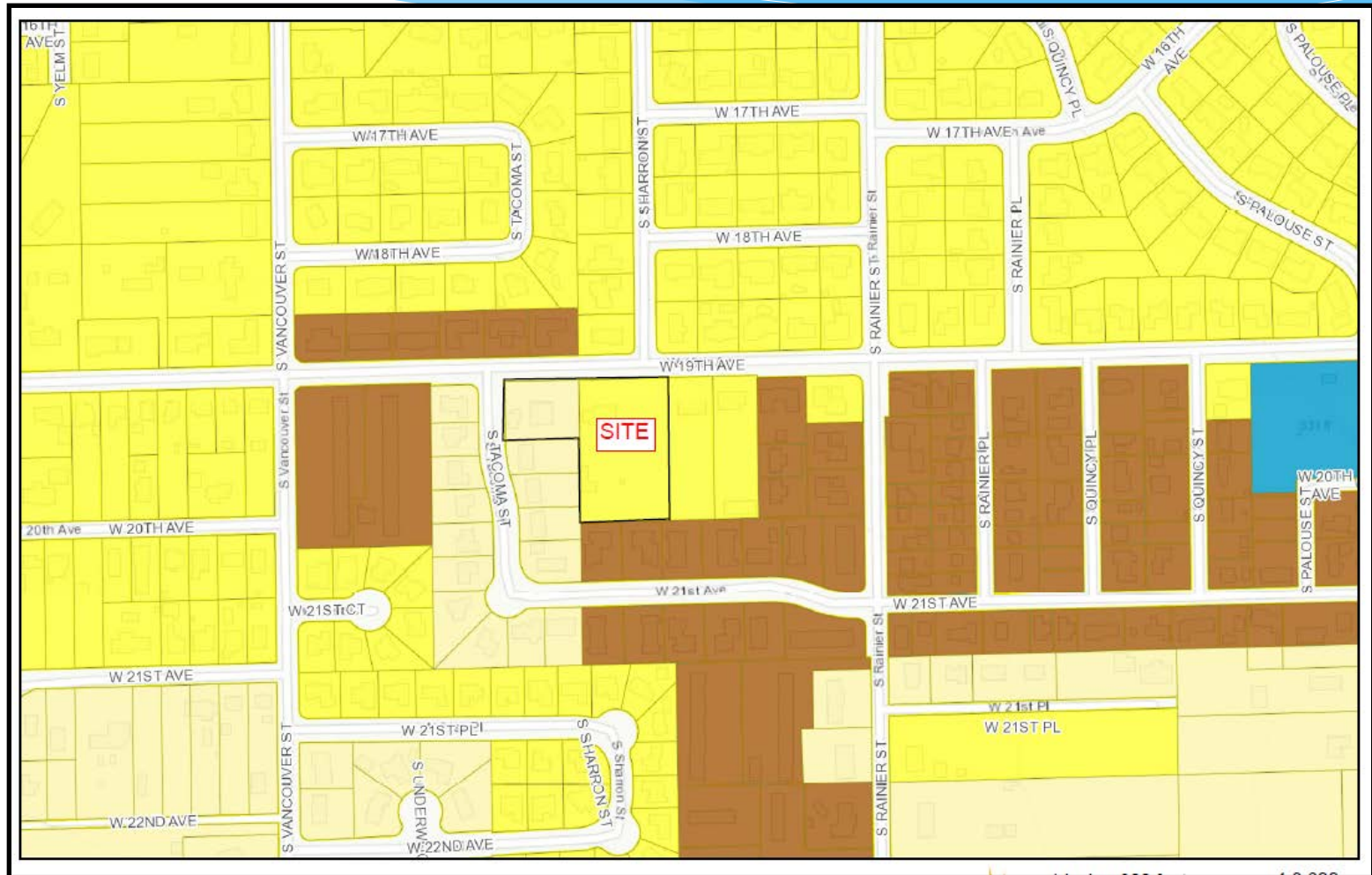
Vicinity Map



Comprehensive Plan Map



Zoning Map



Permitted Uses

The RM zone does allow single-family and multi-family residences. All other permitted uses are similar in the RS, RL and RM zones.

Change of Zone Findings

KMC 18.51.070(2)

- (a) The proposed amendment conforms with the comprehensive plan.
- (b) Promotes the public necessity, convenience and general welfare.
- (c) The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands which are deemed unacceptable by the City.
- (d) The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan.
- (e) Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.

Hearing Summary

- The Planning Commission held a public hearing on December 3, 2018 for the proposed Change of Zone.
- The applicant testified at the hearing. One adjacent property owner did have a question in regard to what the property would be used for.

Recommendation

The Planning Commission recommends the City Council approve COZ 18-09 as proposed.

CITY OF KENNEWICK
ORDINANCE NO. 5799

AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF
CERTAIN REAL PROPERTY WITHIN THE CITY OF KENNEWICK
LOCATED AT 1903 AND 1917 WEST 19TH AVENUE FROM RESIDENTIAL,
SUBURBAN (RS) AND RESIDENTIAL, LOW DENSITY (RL) TO
RESIDENTIAL, MEDIUM DENSITY (RM) (COZ 18-09, BEAUCHAMP)

THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, DO ORDAIN AS
FOLLOWS:

Section 1. Ordinance No. 3001, as amended, the zoning ordinance of the City of Kennewick and the accompanying zoning map of the City of Kennewick being part of said ordinance shall be and hereby is changed from Residential, Suburban (RS) and Residential, Low Density (RL) to Residential, Medium Density (RM) for the real property described as follows:

PARCEL NUMBER 1-1189-401-3571-001

SECTION 11, TOWNSHIP 8 NORTH, RANGE 29 EAST, QUARTER SE: SHORT PLAT #3571, LOT 1. RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 3571, RECORDS OF BENTON COUNTY, WASHINGTON. (AF#2018-017766, 06/20/2018) (10,222 SQ FT)

PARCEL NUMBER 1-1189-401-3571-002

SECTION 11, TOWNSHIP 8 NORTH, RANGE 29 EAST, QUARTER SE: SHORT PLAT #3571, LOT 2. RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 3571, RECORDS OF BENTON COUNTY, WASHINGTON. (AF#2018-017766, 06/20/2018) (53,684 SQ FT)

PARCEL NUMBER 1-1189-402-0058-001

THE HIGHLANDS, PLAT C NORTH 133 FEET OF EAST 1/2 OF EAST 1/2 LOT 58;

THE NORTH 133 FEET OF THE EAST HALF OF THE EAST HALF OF TRACT 58, THE HIGHLANDS PLAT C, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 31, RECORDS OF BENTON COUNTY, WASHINGTON. (AF# 2018-021780) 21812 SQ FT.

Section 2. The City Council finds the amendments described in Section 1 above are in conformance with the Comprehensive Plan of the City.

Section 3. Severability Clause. If any provision of this amendatory ordinance or its application to any persons or circumstances is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected.

Section 4. The Responsible Official for the State Environmental Policy Act has determined that the proposal will not have a probable significant adverse impact on the quality of the environment.

Section 5. This ordinance shall be in full force and effect five (5) days from and after its approval, passage and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of December, 2018, and signed in authentication of its passage this 18th day of December, 2018.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

ORDINANCE NO. 5799 filed and recorded
in the office of the City Clerk of the City of
Kennewick, Washington this 19th day of
December, 2018.

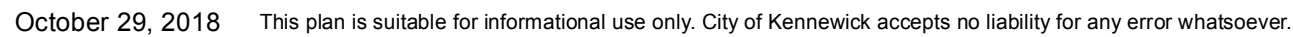
Approved as to form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk

DATE OF PUBLICATION _____

Exhibit 3



SurveyAddressPointSupp



Planning Commission Action Summary
COZ 18-09 – Brad Beauchamp Application

The Kennewick Planning Commission conducted a public hearing on December 3, 2018 at Kennewick City Hall. All interested parties were invited to come before the Commission and be heard. After reviewing the staff report, all oral, written facts and opinions, the Commission passed a motion on the proposed change of zone, concurring with the findings and conclusions in the staff report COZ 18-09 and recommend to City Council approval of the proposed change contained in the staff report.

Findings of Fact

1. The applicant and owner is Brad Beauchamp, 4001 S Vancouver Street, Kennewick, WA 99337.
2. The proposed change of zone is for parcels, located at 1903 and 1917 W 19th Avenue.
3. The request is to change the zoning from Residential, Suburban and Residential, Low Density to Residential, Medium Density.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Medium Density Residential.
5. The Residential, Medium Density zoning district is an implementing zone of the Medium Density Residential Comprehensive Plan Land Use Map designation.
6. The application was submitted on October 22, 2018 and declared complete for processing on October 25, 2018.
7. The application was routed for review to City Departments and outside agencies for comment on October 30, 2018.
8. Access to the site is currently provided from W 19th Avenue.
9. The City of Kennewick Critical Area maps show that the site is designated as a Critical Aquifer Recharge Area.
10. An Environmental Determination of Non-Significance was issued on July 20, 2018 for the previous Comprehensive Plan Amendment (CPA 18-07).
11. The Property Posting sign for the public hearing was posted on site November 15, 2018.
12. Notice of the public hearing for this application was published in the Tri-City Herald on November 18, 2018. Notices were also mailed to property owners within 300 feet of the site on November 16, 2018.
13. The proposed amendment conforms with the comprehensive plan; and
14. The proposed amendment promotes the public necessity, convenience and general welfare; and
15. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
16. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and

17. The property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification.

Conclusions of Law

1. Approval will implement the Comprehensive Plan Land Use Designation of Medium Density Residential.
2. Approval will not result in an increase of adverse environmental impacts.
3. The proposed Change of Zone will not be in conflict with the purpose statement of the RM zone in KMC 18.03.040(3).
4. The proposed Change of Zone is in compliance with KMC 18.51.070(2).

The motion to recommend approval to City Council passed with a vote of 4 to 0.

Chairman Pacheco opened the public hearing at 7:14 p.m. for Change of Zone (COZ) #18-05 proposing to change 23.15 acres from Residential, Medium Density (RM) and Commercial, Community (CC) to Public Facility (PF), for property located at 1000 W. 4th Avenue, Kennewick, WA 99336. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-05 and recommend to City Council approval of the request.

Planning Commission questions included: None

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Helping school district with this project; this is follow up to comprehensive plan amendment previously submitted; will clean up the zoning to more appropriate public facility designation in keeping with comprehensive plan.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-05 closed at 7:19 p.m.

Chairman Ed Pacheco asked for a motion.

Vice Chairman Morris moved to concur with the findings and conclusions in staff report COZ 18-05 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Rettig seconded the motion.

Planning Commission discussion included: None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:20 p.m. for Change of Zone (COZ) 18-06 proposing to change 2 parcels of land 7.42 and 4.14 acres in size from Industrial Light (IL) to Public Facility (PF), and one parcel of land 31.54 acres in size from Open Space

(OS) to Public Facility (PF), located at the railroad right of way at the west and east of N. Edison Street, and at 600 N. Arthur St. Applicant is Kennewick School District, 1000 W. 4th Avenue, Kennewick, WA 99336.

Mr. Romine gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-06 and recommend to City Council approval of the request.

Planning Commission questions included:

How Kamiakin High School has been zoned Open Space for past 45 years.

Testimony of Applicant:

Paul Knutzen
5401 Ridgeline Dr Ste. 160
Kennewick 99338

Another Comprehensive Plan clean-up; have been looking at all school facilities for house-keeping zoning.

Testimony in favor:

None

Testimony neutral or against:

None

Staff final comments:

None

Public Testimony for COZ 18-06 closed at 7:26 p.m.

Chairman Pacheco asked for a motion.

Commissioner Torelli moved to concur with the findings and conclusions in staff report COZ 18-06 and forward a recommendation to City Council APPROVAL of the request.

Vice Chairman Morris seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.

Chairman Pacheco opened the public hearing at 7:27 p.m. for Change of Zone (COZ) 18-09 proposing to change 2 acres of land located at 1863, 1903, and 1917 W. 19th Avenue

from Residential, Suburban (RS) and Residential, Low (RL) to Residential, Medium (RM). Applicant is Brad Beauchamp, 4001 S. Vancouver St., Kennewick, WA 99337.

Mr. Donovan gave a brief overview of the staff report and presented a Power Point of the staff report. Staff recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-09 and recommend to City Council approval of the request.

Planning Commission questions included: Any comments from surrounding property owners.

Testimony of Applicant:

Brad Beauchamp
4001 S. Vancouver St.
Kennewick 99337

Acquired property, talked to staff last year will move forward with medium density, duplexes.

Testimony in favor:

None

Testimony neutral or against:

Jeff Robbins
290 Moore Rd
Pasco, WA 99301

Own property at 1831 W. 19th Ave; questioning medium density zoning, thought it was going to be single family.

Staff final comments:

None

Public Testimony for COZ 18-09 closed at 7:35 p.m.

Chairman Pacheco asked for a motion.

Commissioner Rettig moved to concur with the findings and conclusions in staff report COZ 18-09 and forward a recommendation to City Council APPROVAL of the request.

Commissioner Torelli seconded the motion.

Planning Commission discussion included:

None

The motion passed unanimously.



COMMUNITY PLANNING DEPARTMENT

STAFF REPORT AND RECOMMENDATION TO THE PLANNING COMMISSION

FILE No: COZ 18-09/PLN-2018-03370

Staff Report Date: November 19, 2018

Hearing Date & Location: December 3, 2018, Kennewick City Hall

Report Prepared By: Steve Donovan
Planner

Report Reviewed By: Wes Romine, AIA
Development Services Manager

Summary Recommendation: The City of Kennewick Planning Staff RECOMMENDS that Change of Zone 18-09 be APPROVED.

Summary of Proposal: A Change of Zone from Residential, Suburban (RS) and Residential, Low Density (RL) to Residential, Medium Density (RM) for 2 acres.

Proposal Location: 1863, 1903 and 1917 W 19th Avenue

Legal Description:

PARCEL NUMBER 1-1189-401-3571-001
SECTION 11, TOWNSHIP 8 NORTH, RANGE 29 EAST, QUARTER SE: SHORT PLAT #3571, LOT 1. RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 3571, RECORDS OF BENTON COUNTY, WASHINGTON. (AF#2018-017766, 06/20/2018) (10,222 SQ FT)

PARCEL NUMBER 1-1189-401-3571-002
SECTION 11, TOWNSHIP 8 NORTH, RANGE 29 EAST, QUARTER SE: SHORT PLAT #3571, LOT 2. RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 3571, RECORDS OF BENTON COUNTY, WASHINGTON. (AF#2018-017766, 06/20/2018) (53,684 SQ FT)

PARCEL NUMBER 1-1189-402-0058-001
LEGAL DESCRIPTION: THE HIGHLANDS, PLAT 'C': NORTH 133 FEET OF EAST 1/2 OF EAST 1/2 LOT 58 (DESCRIPTION CHANGE 7/12/78)

THE NORTH 133 FEET OF THE EAST HALF OF THE EAST HALF OF THE TRACT 58, THE HIGHLANDS PLAT C, ACCORDING TO THE PLAT THEREOF RECORDED

IN VOLUME 2 OF PLATS, PAGE 31, RECORDS OF
BENTON COUNTY, WASHINGTON. (AF# 2018-021780)
21812 SQ FT

Property Owner: Brad Beauchamp
4001 S Vancouver Street
Kennewick, WA 99337

Applicant: Same As Above

Regulatory Controls:

1. Comprehensive Plan – Land Use
2. KMC Title 4 – Administrative Procedures
3. KMC Title 18 – Zoning
4. Washington State Environmental Policy Act

COZ Key Application Processing Dates:

Pre-Application/Feasibility Meeting	N/A
Application Submittal	October 22, 2018
Determination of Completeness Issued	October 25, 2018
Notice of Application Mailed	October 30, 2018
SEPA Threshold Determination Issued	July 20, 2018
Property Posting Sign for SEPA Determination	N/A
SEPA Appeal Period Ended	N/A
Date of Mailed Notice of Public Hearing	November 16, 2018
Property Posting Sign for Public Hearing	November 15, 2018
Date of Published Notice of Public Hearing	November 18, 2018

Exhibits:

1. Staff Report
2. Application/Supplemental Information
3. Vicinity Map
4. Comprehensive Plan Map
5. Zoning Map
6. Notice of Mailing
7. SEPA Determination
8. Benton Clean Air Agency Comments
9. Bonneville Power Administration Comments
10. Kennewick Irrigation District Comments

Staff Analysis of Proposal & Discussion:

As part of the 2018 Comprehensive Plan Amendment, Brad Beauchamp requested that the land use designation of the 2 acre site be changed from Low Density Residential to Medium Density Residential. On October 16, 2018 the City Council approved Ordinance 5777 and amended the site's land use designation as requested by Brad Beauchamp.

The proposed Change of Zone (COZ 18-09), is a request to change the zone of 2 acres located at 1863, 1903 and 1917 W 19th Avenue, from Residential, Suburban (RS) and Residential, Low Density (RL) to Residential, Medium Density (RM). Pursuant to Table 1 of the Comprehensive Plan, the RM zoning district is an implementing zoning district of the Medium Density Residential land use designation. RCW 36.70A, Growth

Management Act, requires that a City's development regulations implement its comprehensive plan.

Per KMC 18.03.040(3), the purpose of RM zoning district is as follows:

RM - The purpose of the RM district is to establish areas for medium density single and multiple-family residential buildings and to establish regulations for their development. The district is for more intensive residential use where necessary or desirable to achieve good neighborhood design and stabilize land use.

The site is adjacent to the following zoning districts:

North: RM and RL

East: RL

South: RS and RM

West: RS

Kennewick Municipal Code Findings:

The following findings are required to be met in order to approve a change of zone:

KMC 18.51.070(2): Findings:

Findings Required. In order to amend the zoning map, the City Council must find that:

1. *The proposed amendment conforms with the comprehensive plan; and*
Staff Response: The proposed Change of Zone conforms to the comprehensive plan because the Residential, Medium Density zoning district is an implementing zoning district of the Medium Density Residential land use designation.
2. *Promotes the public necessity, convenience and general welfare; and*
Staff Response: The proposed Change of Zone promotes public necessity, convenience and welfare by establishing a zoning district that is compatible with surrounding properties.
3. *The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and*
Staff Response: Staff is unaware of possible burdens on public facilities. The site has access to water lines, sewer lines and public rights-of-way.
4. *The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and*
Staff Response: The proposed amendment will establish a zoning district that is in compliance with Comprehensive Plan because the RM zone is an implementing zone of the Medium Density Residential land use designation.
5. *Single Family Residential zoned properties only; Property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification or higher zoning classification.*
Staff Response: The proposed Change of Zone site has the RM zoning district adjacent to it both on the north and south of it the site. Since RM is not a single family residential zone, the proposed rezone is not subject to this finding.

Findings:

1. The applicant and owner is Brad Beauchamp, 4001 S Vancouver Street, Kennewick, WA 99337.

2. The proposed change of zone is for parcels, located at 1903 and 1917 W 19th Avenue.
3. The request is to change the zoning from Residential, Suburban and Residential, Low Density to Residential, Medium Density.
4. The City's Comprehensive Plan Land Use Designation for the subject property is Medium Density Residential.
5. The Residential, Medium Density zoning district is an implementing zone of the Medium Density Residential Comprehensive Plan Land Use Map designation.
6. The application was submitted on October 22, 2018 and declared complete for processing on October 25, 2018.
7. The application was routed for review to City Departments and outside agencies for comment on October 30, 2018.
8. Access to the site is currently provided from W 19th Avenue.
9. The City of Kennewick Critical Area maps show that the site is designated as a Critical Aquifer Recharge Area.
10. An Environmental Determination of Non-Significance was issued on July 20, 2018 for the previous Comprehensive Plan Amendment (CPA 18-07).
11. The Property Posting sign for the public hearing was posted on site November 15, 2018.
12. Notice of the public hearing for this application was published in the Tri-City Herald on November 18, 2018. Notices were also mailed to property owners within 300 feet of the site on November 16, 2018.
13. The proposed amendment conforms with the comprehensive plan; and
14. The proposed amendment promotes the public necessity, convenience and general welfare; and
15. The proposed amendment does not impose a burden upon public facilities beyond their capacity to serve or reduce such services to lands, which are deemed unacceptable by the City; and
16. The proposed amendment is consistent with all applicable provisions of the Kennewick Municipal Code, including those adopted by reference from the Comprehensive Plan; and
17. The property is adjacent and contiguous (which shall include corner touches and property located across a public right-of-way) to property of the same proposed zoning classification.

Conclusions:

1. Approval will implement the Comprehensive Plan Land Use Designation of Medium Density Residential.
2. Approval will not result in an increase of adverse environmental impacts.
3. The proposed Change of Zone will not be in conflict with the purpose statement of the RM zone in KMC 18.03.040(3).
4. The proposed Change of Zone is in compliance with KMC 18.51.070(2).

Recommendation:

Staff has reviewed the application and recommends that the Planning Commission concur with the findings and conclusions contained in staff report COZ 18-09 and recommend approval to City Council.

Motion:

I move that the Planning Commission concur with the findings and conclusions in staff report COZ 18-09 and recommend approval of the request to City Council.

CITY OF KENNEWICK
COMMUNITY PLANNING & DEVELOPMENT SERVICES
APPLICATION (general form)

Exhibit 2

PROJECT # coz 18.09 PLN- 2018 - 03370 FEE \$ 1,035.00

Please completely fill out this form and return it to Community Planning & Development Services, PO Box 6108, Kennewick, WA 99336, along with the application fee (see fee schedule). Attach a copy of the checklist for the land use application you are submitting. The application submittal must contain all of the information requested on the checklist in order to be processed. **Incomplete applications will not be accepted.**

Check one of the following for the type of application you are submitting:

Site Plan Tier 1 ☐ Tier 2 ☐ Tier 3 ☐ Binding Site Plan ☐
Short Plat ☐ Conditional Use ☐ Other Zone Change

Environmental Determination PLN- _____ - _____ Pre Application Meeting PLN- _____ - _____

Applicant: BRAD BEAUCHAMP

Address: 4001 S VANCOUVER, KENNEWICK WA 99337

Telephone: 509-308-6556 Cell Phone: _____ Fax: _____ E-mail BMBDEVELOPMENT@YAHOO.COM

Property Owner (if other than applicant): SAME

Address: _____

Telephone: _____ Cell Phone: _____ E-mail BMBDEVELOPMENT@YAHOO.COM

SITE INFORMATION

Parcel No. 111894013571001, 111894013571002 Acres 2 Zoning: RL

Address of property: 1917, 1903 AND 1863 W 19TH

Number of Existing Parking Spaces NA Number of Proposed (New) Parking Spaces NA

Present use of property SFR

Size of existing structure: 2400, 1800 sq. ft. Size of Proposed addition/New structure: NA sq. ft.

Height of building: 20 Cubic feet of excavation: NA Cost of new construction NA

Benton County Assessor Market Improvement Value: 123,390 AND 103,850

Description of Project: REZONE REQUEST FROM RL TO RM

I, the undersigned, do hereby certify that, to the best of my knowledge, the information provided above is true and correct.

Brad Beauchamp

Applicant's Signature

Signature of owner or owner's authorized representative

Date: 10/22/18

Change-of-Zone Supplemental Information

The following questions will be reviewed by both the Planning Commission and City Council as a means of assisting in their consideration of change-of-zone requests. Use additional pages if necessary.

1. Does the public necessity, convenience, and general welfare require the adoption of the proposed amendment? Please explain: _____
yes, the property is consistent with surrounding properties and will allow for additional housing to be built

2. Are there sites presently available on the market which are correctly zoned for the proposed use? Are these sites within a 1/2 mile of the proposed site? Within 1 mile of the proposed site? If yes, please indicate the general location of the site(s) and the reasons why these sites are not proposed to be utilized: Yes not within 1/2 mile, not sure about within 1 mile.
vacant multifamily property east of 395 is becoming harder to find

3. Is the proposed amendment consistent with the existing land use pattern in the area? Please explain. _____
yes, these properties are surrounded by multifamily properties

4. Are the existing uses, in the area, in conformance with the area's zoning classification? If no, please explain the differences: _____
YES

5. Will the proposed amendment create an isolated district, or introduce a more intense land use to the area? Please explain. _____
NO

6. Does the existing zoning prohibit reasonable use of the property? Please explain. _____
no

7. Will any residential character, in the immediate area, be adversely affected by the proposed amendment? If yes or maybe, please explain: _____
no

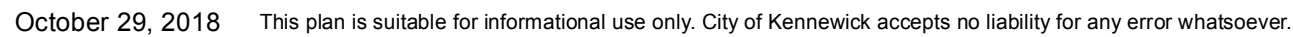
8. Will property values in the vicinity be changed by the proposed amendment? If yes or maybe, please explain: _____
no

9. Will approval of the proposed amendment set a precedent for other similar proposals or uses? Will this deter the use, improvement or development of adjacent property in accordance with the existing Zoning Districts? Please explain: _____
 no
 no
10. Will the proposed amendment encourage more private investments which will be beneficial to the redevelopment of a deteriorated area? Please explain: _____
 yes
11. Will the proposed amendment combat any economic segregation and allow greater choice in the market? Please explain: _____
 Yes
12. Will the proposed amendment create conflict between potential land uses and transportation patterns? Or safety concerns? Please explain: _____
 no

Summary of City forms required:

Application – General Form
 Change of Zone Supplemental Information
 Environmental and Salmonids Checklist (SEPA)

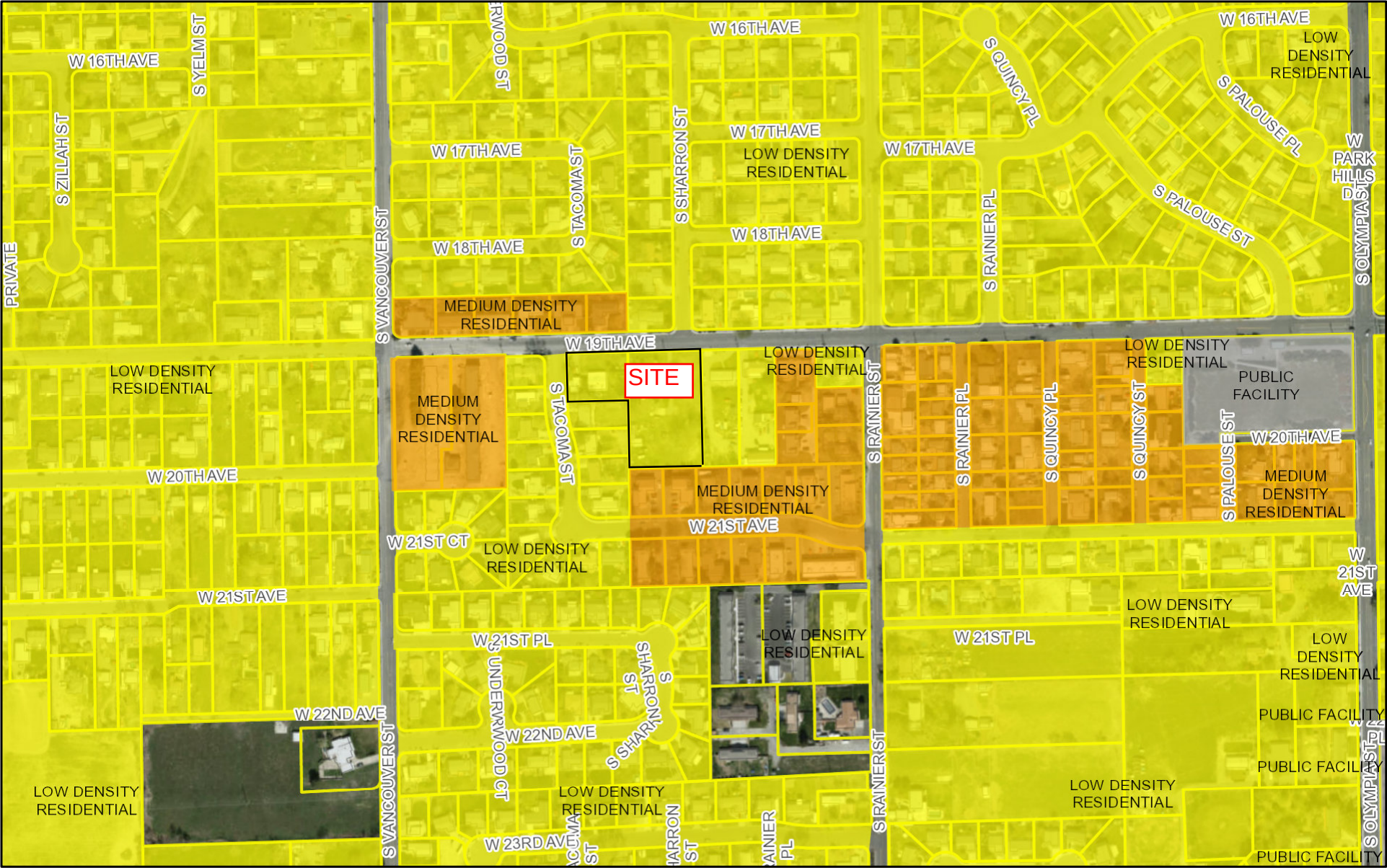
Exhibit 3



SurveyAddressPointSupp

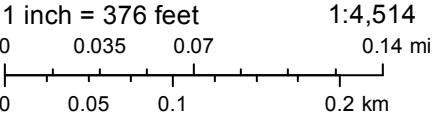


Comprehensive Plan Map



November 19, 2018 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

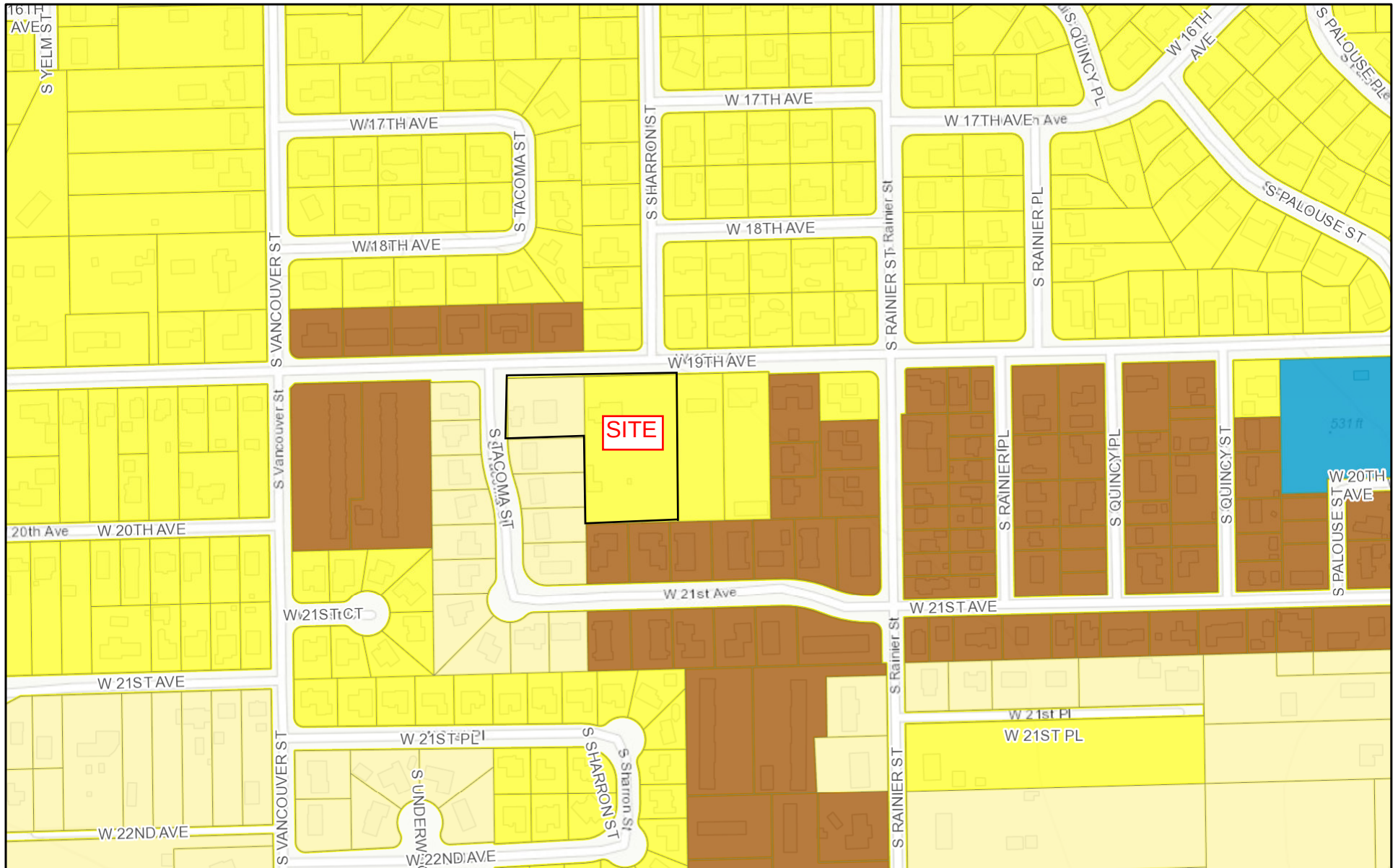
StreetName



Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

ArcGIS WebApp Builder
City of Kennewick

Zoning Map



November 19, 2018 This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

StreetName



1 inch = 300 feet

1:3,600

0 0.0275 0.055 0.11 mi

0 0.0425 0.085 0.17 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,

ArcGIS WebApp Builder
City of Kennewick



NOTIFICATION OF MAILING

I, Melinda Didier, on 11/16, 2018
Mailed 36 copies of NOAH
for COZ 18-09
to prop. own/appl. w/in 300'

as shown on the attached list.

Melinda Didier
Signature

37

COZ 18-09 / PLN-2018-03370
1917 W 19TH AVE
RL TO RM
BRAD BEAUCHAMP

**KENNEWICK PLANNING COMMISSION
NOTICE OF PUBLIC HEARING**

December 3, 2018 6:30 p.m.

The Kennewick Planning Commission will hold a Public Hearing on Monday, December 3, 2018, at City Hall Council Chambers, 210 West 6th Avenue, at 6:30 p.m. or as soon as possible thereafter, to receive public comment on a proposed change of zoning. Staff will be presenting their analysis and the Planning Commission will make a recommendation to the City Council on the item.

Project# COZ 18-09 – Brad Beauchamp has proposed to change the zoning district for 2 acres located at 1863, 1903 and 1917 W 19th Avenue from Residential, Low Density (RL) to Residential, Medium Density (RM). The property has a comprehensive plan land use designation of Medium Density Residential. Review the vicinity map on back of this notice. For questions about this project, please call Steve Donovan (509) 585-4361.

Written comments may be addressed to Steve Donovan and submitted to steve.donovan@ci.kennewick.wa.us or mailed to PO Box 6108, Kennewick, WA 99336 no later than 4:30 p.m., November 30, 2018. All other comments should be submitted at the meeting.

The City of Kennewick welcomes full participation in public meeting by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact Steve Donovan at (509) 585-4361 or TDD (509) 585-4425 or through the Washington Relay Service Center TTY at #711 at least ten days prior to the date of the meeting to make arrangements for special needs.

Vicinity Map



October 29, 2018

StreetName

SurveyAddressPoint

<all other values>

Apartment

Building

Condo

Mobile Home

Parcel

SurveyAddressPointSupp

This plan is suitable for informational use only. City of Kennewick accepts no liability for any error whatsoever.

1 inch = 300 feet

1:3,600

0 0.0275 0.055 0.11 mi

0 0.0425 0.085 0.17 km

Sources: Esri, HERE, Garmin, Intermap, Increment P Corp.,

ArcGIS WebApp Builder
City of Kennewick

37
SHARPE STEWART D & RHYLL S
1719 S TACOMA ST
KENNEWICK WA 99337

37
KECK ROGER & CAROLYN
1919 W 18TH AVE
KENNEWICK WA 99337

37
WHELAN LORI J
1923 W 18TH AVE
KENNEWICK WA 99337

37
LOWNSBERRY WILLIAM D & VERONICA Z
2001 W 18TH AVE
KENNEWICK WA 99337

37
GARCIA MARTIN M
2011 W 18TH AVE
KENNEWICK WA 99337

37
2010 WEST 19TH AVENUE LLC
5727 63RD AVE NE
SEATTLE WA 98105

37
RATHBUN MONTY W & VIRGINIA R
6802 W 10TH AVE
KENNEWICK WA 99336

37
BLACK TRUSTEES ROGER I & JANET S
216427 E ERICKSON RD
KENNEWICK WA 99337

37
LOCKARD KEN J & CHERYL RAE
4207 S ZILLIAH ST
KENNEWICK WA 99337

37
CLARK JULIA A
1916 W 19TH AVE
KENNEWICK WA 99337

37
PALOMINOS LUCIA
PO BOX 3382
PASCO WA 99302

37
COLE TERRY
1620 STATE AVE NE
OLYMPIA WA 98506

37
ROBERTS IAN E & JULIE A
1802 S SHARON ST
KENNEWICK WA 99337

37
SIMPSON BODIE H
1829 W 18TH AVE
KENNEWICK WA 99337

37
PEREZ ISRAEL & JUANITA
1828 W 19TH AVE
KENNEWICK WA 99337

37
MULLER FRANK J
1824 W 19TH AVE
KENNEWICK WA 99337

37
CAMPBELL JARED M & SALUNA
2008 W 21ST CT
KENNEWICK WA 99337

37
LEE MARGARET D
2002 W 21ST CT
KENNEWICK WA 99337

37
BMB DEVELOPMENT INC
3411 CANYON LAKES DR
KENNEWICK WA 99336

37
ROBBINS JEFFREY T
290 MOORE RD
PASCO WA 99337

37
WOODROME WILLIAM N & TIFFANY
1823 W 19TH AVE
KENNEWICK WA 99337

37
WATKINS LEGACY LLC
1209 W 15TH PLACE
KENNEWICK WA 99337

37
COLAKOVIC AMIR
1816 W 21ST AVE
KENNEWICK WA 99336

37
OLESON JOEL S
12532 S MAJESTIC HILL CT
HERRIMAN UT 84096

37
KB HERITAGE II, LLC
1386 BAYWOOD AVE
RICHLAND WA 99352

37
ROOT SANDRA K
1904 S TACOMA ST
KENNEWICK WA 99337

37
MIDDLETON RICHARD L
1906 S TACOMA ST
KENNEWICK WA 99337

37
HANKEL DANIEL J & MALYDA
2002 S TACOMA ST
KENNEWICK WA 99337

37
FEIL RANDALL W
1803 W 36TH AVE
KENNEWICK WA 99337

37
HERNANDEZ VICTORIA
2006 S TACOMA ST
KENNEWICK WA 99337

37
IBANEZ BERNARDO
1905 S TACOMA ST
KENNEWICK WA 99337

37
PRECIADO JESUS MUNIZ
1818 W 21ST AVE
KENNEWICK WA 99337

37
COZ 18-09 / PLN-2018-03370
1917 W 19TH AVE
RL TO RM
BRAD BEAUCHAMP

37
PIDCOCK BELLE ROSE
2003 S TACOMA ST
KENNEWICK WA 99337

37
PINE PARK HOLDINGS, LLC
158 SATUS LOOP RD
GOLDENDALE WA 98620

37
HANSEN GABRIEL C & DARCI
2005 S TACOMA ST
KENNEWICK WA 99337

37
BRAD BEAUCHAMP
4001 S VANCOUVER ST
KENNEWICK WA 99337

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Community Planning Department

210 West 6th Avenue

Kennewick, WA 99336

Phone: (509) 585-4280

cedinfo@ci.kennewick.wa.us

DETERMINATION OF NON-SIGNIFICANCE

FILE/PROJECT NUMBER: CPA 18-07/PLN-2018-01062

DESCRIPTION OF PROPOSAL: Change the land use designation of 1.47 acres from Low Density Residential to Medium Density Residential

PROPONENT: BRAD & GLORIA BEAUCHAMP

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: 1903 W. 19TH AVE.

LEAD AGENCY: City of Kennewick

DETERMINATION: The City of Kennewick has determined that this proposal does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) will not be required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the City. This information is available to the public on request. Application for other required permits may require further review under SEPA procedures.

- ☒ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.
- ☐ This DNS is issued under 197-11-340(2); the City will not act on this proposal for fifteen days from the date below. Comments must be submitted by ___. After the review period has elapsed, all comments received will be evaluated and the DNS will be retained, modified, or withdrawn as required by SEPA regulations.

RESPONSIBLE OFFICIAL: Gregory McCormick, AICP

POSITION/TITLE: Community Planning Director

ADDRESS: 210 W 6th Ave., P.O. Box 6108, Kennewick, WA 99336

PHONE: (509) 585-4463

- ☐ Changes, modifications and /or additions to the checklist have been made on the attached Environmental Checklist Review.

This DNS is subject to the attached conditions:

- ☒ No conditions.
- ☐ See attached condition(s).

Date: July 20, 2018 Signature: _____

Appeal: An appeal of this determination must be submitted to the Community Planning Department within fourteen (14) calendar days after the date issued. This appeal must be written and make specific factual objections to the City's threshold determination. Appeals shall be conducted in conformance with Section 4.12.090(9) of the Kennewick Municipal Code and the required fees pursuant to the City's adopted Fee Schedule shall be paid at time of appeal submittal.

Copies of this DNS were emailed to Benton Clean Air Authority, Confederated Tribes of Umatilla Indian Reservation, Department of Ecology SEPA Register, Department of Fish & Wildlife, Department of Natural Resources, Washington State Department of Transportation.



BENTON CLEAN AIR AGENCY

November 6, 2018

Re: COZ 18-09

Steve Donovan
210 W. 6th Ave.
Kennewick, WA 99336

Applicant/Proponent:
Brad Beauchamp
4001 S Vancouver
Kennewick WA 99337

Dear Mr. Donovan:

It has come to our attention that you are reviewing a proposal for the above-named applicant in which a business will be renovated or demolished at 1863, 1903, and 1917 W 19th Ave, Kennewick, WA. We would like to take this opportunity to provide information to ensure that the applicant follows proper procedure for renovating or a demolition of a building within Benton County.

Prior to any renovation or demolition, the contractor or property owner must have a good faith survey performed by an AHERA certified inspector to determine the presence of asbestos. If asbestos is detected, it must be properly abated before the building is renovated. Additionally, a complete Notification of Demolition or Renovation must be submitted with our office. This form can be found and submitted on our website, www.bentoncleanair.org. This form must be submitted potentially up to ten (10) business days, depending on the work being performed, prior to the abatement and/or renovation taking place and all abatement work must be performed by a certified abatement contractor. The Notification of Demolition or Renovation must be submitted regardless of the presence of asbestos.

Thank you for the opportunity to comment on this proposal. If you have any questions, or would like further information on this subject, please contact us at (509) 783-1304.

Sincerely,

John Lyle
Inspector



Department of Energy

Bonneville Power Administration
2211 North Commercial Avenue
Pasco, WA 99301

TRANSMISSION SERVICES

November 15, 2018

In reply refer to: COZ 18-09/PLN-2018-03370
Located within a Portion of Section 11, Township 8 North,
Range 29 East, W.M., Benton County, Washington

Steve Donovan
City of Kennewick
Community Planning/Planner
210 W. 6th Avenue - PO Box 6108
Kennewick, WA 99336

Dear Steve:

Bonneville Power Administration (BPA) has had the opportunity to review COZ 18-09/PLN-2018-03370. The application is to change the zoning district for 2 acres from Residential, Low Density to Residential Medium Density (RM). The property is generally located at 1863, 1903 and 1917 W. 19th Avenue in Kennewick, WA.

In researching our records, we have found that this proposal will not directly impact BPA facilities. BPA does not have any objections to the approval of this request at this time.

Thank you for the opportunity to review this application. If you have any questions regarding this request or need additional information, please feel free to contact me. I can be reached at (503) 230-5510 or by email at mjdeklyen@bpa.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike DeKlyen", is written over a horizontal line.

Mike DeKlyen
BPA Field Realty Specialist



2015 South Ely Street
Kennewick, WA 99337
Customer Service 509-586-9111
Business 509-586-6012
FAX 509-586-7663
www.kid.org

November 14, 2018

Steve Donovan
City of Kennewick/Development Services
P.O. Box 6108
Kennewick, WA 99336

Subject: COZ 18-09/PLN 2018-03370 Review Comments

Dear Mr. Donovan:

This letter provides Kennewick Irrigation District (KID) review comments for COZ 18-09 submitted by Brad Beauchamp to change the zoning district for 2.0 acres located at 1863, 1903m and 1917 W. 19th Ave., Kennewick, WA. 99336 from Residential, Low Density (RL) to Residential, Medium Density (RM), Suburban (RS) to Residential, Low Density (RL).

1. These parcels is within the Kennewick Irrigation District (KID) boundaries and is considered irrigable lands; therefore, they are assessed by the Kennewick Irrigation District.
2. Please note that permanent structures are not allowed within irrigation easements.

If you have any questions regarding these comments, please contact me at the address/phone number listed above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rebecca S. Hiles", with a long, sweeping horizontal line extending to the right.

Rebecca S. Hiles
Staff Engineer

C: LB/correspondence/File: [11-8-29]

Council Agenda Coversheet



Agenda Item Number	5.e.	Council Date	12/18/2018
Agenda Item Type	Resolution		
Subject	LEOFF I Water & Sewer Utility Tax Reallocation		
Ordinance/Reso #	18-23	Contract #	
Project #		Permit #	
Department	Finance		

Consent Agenda	☐
Ordinance/Reso	☒
Public Mtg / Hrg	☐
Other	☐
Quasi-Judicial	☐

Recommendation

Staff recommends that City Council adopt Resolution 18-23.

Motion for Consideration

I move to adopt Resolution 18-23.

Summary

Beginning in 2009, City Council authorized a 6.5% increase to the City's Water/Sewer utility tax and dedicated the proceeds to pay for the medical and long-term care costs of the City's Law Enforcement Officers and Fire Fighters (LEOFF) Plan I retirees, which the City is required to pay under state law. To make this change cost neutral to ratepayers, the City elected to forgo automatic water and sewer rate increases based on the annual change to the consumer price index (CPI) in 2009 and 2010.

Since 2009, the City has implemented a number cost saving measures associated with LEOFF I medical costs, while still ensuring that retirees receive appropriate medical care. One example was the City's movement of Medicare-eligible retirees to AWC's Medicare-Advantage plan, which is specifically designed for retiree groups such as this and reduced the City's medical premiums significantly. As a result, the City has been able to accumulate reserves over the last 10 years that can now be used for future LEOFF I medical costs. Additionally, the City completes an actuarial study of future medical and long-term care costs for these retirees every two years based on the current demographics of the group. The most recent study indicated that a portion of the proceeds of the dedicated Water/Sewer utility tax can now be reallocated to other priorities.

Consistent with assumptions utilized for the 19/20 adopted budget, staff is recommending that 4% of the dedicated 6.5% Water and Sewer utility tax revenue no longer needed for LEOFF I medical costs be reallocated towards future debt service on bonds or other external financing that will be needed to pay for the repair, remodel, or replacement of fire stations No. 3 and No. 1 and construction of a new station No. 6, which are planned to occur from 2020-2022. This would maintain the original intent to use the tax proceeds for public safety purposes. If approved, Resolution 18-23 would memorialize this change in policy by City Council and stipulate that the use of the utility tax be reviewed at least every two years in conjunction with the budget process.

Alternatives

None recommended.

Fiscal Impact

Resolution 18-23 would reallocate approximately \$800,000 in Water/Sewer utility tax revenue annually from LEOFF I medical costs accounted for in the City's Other Post-Employment Benefits Trust Fund to the Capital Improvement Fund to pay for a portion of the debt service on debt issued to finance the repair, remodel, or replacement of Fire Stations No. 3 and No. 1 and construction of a new Fire Station No. 6. Annual debt service for these 3 stations is estimated at approximately \$1.7 million.

Through

Dept Head Approval

City Mgr Approval

Dan Legard
Dec 12, 10:53:58 GMT-0800 2018

Marie Mosley
Dec 13, 20:09:59 GMT-0800 2018

Attachments: Resolution

☐ Recording
Required?

CITY OF KENNEWICK
RESOLUTION NO. 18-23

A RESOLUTION RELATING TO LAW ENFORCEMENT OFFICERS AND
FIREFIGHTERS I (“LEOFF I”) MEDICAL EXPENSES AND FUTURE DEBT
SERVICE ON BONDS ISSUED TO FINANCE REPLACEMENT OF FIRE
STATIONS 1 AND 3 AND CONSTRUCTION OF A NEW FIRE STATION 6,
DESIGNATING WATER & SEWER UTILITY TAXES AND REPEALING
RESOLUTION 08-55

WHEREAS, the State of Washington established a LEOFF I retirement plan for Law Enforcement Officers and Firefighters (“LEOFF”) who were employed full-time and established membership before October 1, 1977, and under this retirement plan, the employer is required to pay all necessary medical services for active members, members on disability leave, or members retired for service or disability; and

WHEREAS, the cost to provide medical services for the LEOFF I members continues to represent a significant ongoing financial obligation for the City of Kennewick; and

WHEREAS, the City Council adopted Ordinance No. 5245 on November 18, 2008, which increased the Water & Sewer utility tax by 6.5% and then dedicated the proceeds to pay for the City’s LEOFF I medical obligations through Resolution 08-55; and

WHEREAS, the City of Kennewick’s Fire Stations No. 1 and No. 3 are both aging facilities nearing the end of their useful life that will require major repair, remodel, or complete replacement within the next two fiscal bienniums at a projected cost that will necessitate that the projects be financed through the issuance of bonds or other external debt; and

WHEREAS, recent and anticipated future residential and commercial growth in the southwest portion of the City of Kennewick is expected to result in the need for a new fire station in that area by the year 2022; and

WHEREAS, based on the most recent actuarial study of future medical costs for the City of Kennewick’s LEOFF I retirees, it has been determined that the City has the ability to reduce a portion of the tax proceeds needed to meet its future obligations for these costs; and

WHEREAS, a partial reallocation of the proceeds of the City’s existing 6.5% Water & Sewer utility tax dedicated to pay for LEOFF I medical costs to pay for a portion of the annual debt service on bonds or other external financing completed to repair, remodel, or replace Fire Stations No. 1 and No. 3 and construct a new Fire Station No. 6 is consistent with the original intent of dedicating these proceeds for public safety purposes; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK,
WASHINGTON, AS FOLLOWS:

Section 1. The proceeds from the additional 6.5% Utility Tax on Water & Sewer Services shall be used beginning January 1, 2019, as follows:

- (a) 4% of the 6.5% Utility Tax on Water and Sewer shall be dedicated towards future debt service on bonds or other external financing issued to finance the repair, remodel, or complete replacement of Fire Station No. 1 and Fire Station No. 3 and to construct a new Fire Station No. 6;
- (b) 2.5% of the 6.5% Utility Tax on Water and Sewer shall be dedicated to pay LEOFF I retiree medical costs; and
- (c) During each biennial budget process, the City will evaluate the portion of the revenue received from the 6.5% Water & Sewer Utility tax that remains dedicated to pay for LEOFF I retiree medical costs to determine if an additional portion of the proceeds can be reallocated towards debt service on bonds or other external financing issued to finance the repair, remodel, or replacement of Fire Stations No. 1 and No. 3 and to construct a new Fire Station No. 6;

Section 2. Resolution 08-55 be, and the same hereby is, repealed.

Section 3. This resolution shall become effective January 1, 2019.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 18th day of December, 2018, and signed in authentication of its passage this 18th day of December, 2018.

Attest:

DON BRITAIN, Mayor

TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 18-23 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 19th day of December, 2018.

Approved as to Form:

LISA BEATON, City Attorney

TERRI L. WRIGHT, City Clerk



City Council Meeting Schedule January 2019

January 1, 2019 Tuesday, 6:30 p.m.	REGULAR COUNCIL MEETING - Cancelled due to holiday
January 8, 2019 Tuesday, 6:30 p.m.	WORKSHOP MEETING 1. Hanford Communities Update 2. TRIDEC Update 3. Historic Downtown Kennewick Partnership
January 15, 2019 Tuesday, 6:30 p.m.	REGULAR COUNCIL MEETING
January 22, 2019 Tuesday, 6:30 p.m.	WORKSHOP MEETING 1.
January 29, 2019 Tuesday, 6:30 p.m.	NO MEETING

To assure disabled persons the opportunity to participate in or benefit from City services, please provide twenty-four (24) hour advance notice for additional arrangements to reasonably accommodate special needs.

Please be advised that all Kennewick City Council Meetings are Audio Taped

January 2019
Updated 1/4/18