

# FIFE COMMUNITY CENTER SIGNAGE IMPROVEMENTS



FOR:  
**CITY OF FIFE**  
2111 54th Avenue E,  
Fife, WA 98424

BIDS DUE  
May 7, 2018 at 2 pm

**BID PACKAGE**

## **PARTICIPANTS LIST**

**OWNER** City of Fife Parks, Recreation & Aquatics  
5410 20th Street East  
Fife, Washington  
Contact: Megan Jendrick  
Phone: 253-896-8671  
mjendrick@cityoffife.org

**DESIGNER** Helix Design Group, Inc.  
6021 12<sup>th</sup> Street East, Suite 201  
Tacoma, Washington 98424  
Contact: Rita Lomas  
Phone: 253-922-9037  
rital@helixdesigngroup.net

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## INVITATION TO BID

Notice is hereby given that sealed bids will be received by the City of Fife at City Hall up to the hour of 2:00 p.m. on May 7, 2018, for the Fife Community Center Signage Project - 2920 54<sup>th</sup> Ave E, Fife, WA 98424, and will then be opened and publicly read. City Hall is located at 5411 23rd Street East, Fife, Washington. Proposals received after 2:00 p.m. on May 7, 2018, will not be considered.

### Project Description

Project consists of furnishing all labor, materials, equipment and incidentals required to completely construct and make fully operational the Project as indicated and described in the General Requirements, and the plans prepared by Helix Design Group, Inc. The Project shall be physically complete by September 15, 2018.

### Contracting Officer

The Contracting Officer for this project is Megan Jendrick, City of Fife Parks, Recreation & Aquatics Director

For information and bidding questions contact the Designer no later than Monday April 23, 2018: Rita Lomas, Helix Design Group, Inc. at (253) 922-9037 or rital@helixdesigngroup.net

### Award of Bid

- A. The award will be announced by Monday, May 14, 2018 2018 by the City of Fife.
- B. All bids shall be submitted on the prescribed Proposal Forms and in the manner as stated in this invitation and in the Bid Document. Bids shall be accompanied by a bid deposit in the form of cash, cashier's check, certified check, postal money order, or a surety bond to the City of Fife in the amount of five percent (5%) of the total amount of the bid. Bid Bonds submitted on other than the bond form provided by the City may be subject to rejection. **Faxed bids and/or surety bond will not be accepted.**
- C. Bids must be submitted in a sealed envelope with the outside clearly marked "sealed bid Attn: Fife Community Center Signage Project - 2920 54th Ave E, Fife, WA 98424" with the bid opening date and time, and the name and address of the bidder. Bids shall be addressed to the **City Clerk, City of Fife, 5411 23rd Street, Fife, WA 98424.**
- D. The City of Fife reserves the right to waive minor irregularities in bids received, reject any non-responsive bid, or all bids if exceeding funds available.
- E. No Bidder may withdraw his proposal after **2:00 p.m. on May 7, 2018**, or before award of Contract, unless said award is delayed for a period exceeding sixty (60) days.
- F. Contractor's bid will be considered responsive if it meets the following requirements:
  1. is received at the proper time and place;
  2. is the lowest bid;
  3. is licensed/registered within the State of Washington at the time of bid openings; and
  4. can obtain bond and insurance.

### Instructions to Bidders

- A. Bids shall include separate, individual costs for the following items:
  1. Wall Sign 1
  2. Wall Sign 2
- B. The sums shown on the bid shall include all labor, material, equipment, overhead, and compensation to complete all of the work under each particular heading.
- C. Prevailing Wages – This is a public works project; workers must be paid prevailing wages.
- D. Taxes – The bid amounts shall include Washington State Sales Tax (WSST).
- E. Permitting – Bidder is responsible for permitting through The City of Fife.

F. Execution of Contract:

- a. Within 10 days after the date the lowest qualified Bidder receives notification of award, the lowest qualified Bidder shall execute and return the Contract and the required number of copies and shall furnish a performance and payment bond and insurance.
- b. At the time the Contract is executed and returned, the Contractor shall notify the City in writing of the names of all subcontractors and materials suppliers the Contractor intends to use for the work.

G. Performance Bond/Payment Bond:

- a. To be furnished at the time of delivery of the executed Contract.
- b. To be in full amount of Contract price.
- c. The surety must be authorized to do business in the State of Washington and be satisfactory to the City. Each bond must be on the City's form and approved in writing by the City Attorney.

H. Contract Insurance:

- a. Work under the Contract shall not commence until the City has approved the Contractor's insurance. No subcontractors shall commence work until the City has approved subcontractor's insurance. Insurance shall be as required per the contract.
- b. The Contractor and subcontractors shall obtain and maintain Workman's Compensation Insurance during the life of this Contract.
- c. Contractor specifically waives its immunity under Title 51 of the Revised Code of Industrial Insurance Act for injuries to its employees, and indemnifies the City from liability for the action brought by those employees.

I. Statement of Intent to Pay Prevailing Wages:

- a. The Contractor shall submit a Statement for the Contractor and each and every subcontractor to the Industrial Statistician of the Department of Labor and Industries for approval. A \$40.00 fee payable to the Department of Labor and Industries shall be included for each statement submitted. Should force account work be authorized by the City, the Contractor shall, at his/her own expense, provide the City with a new statement of Intent to Pay Prevailing Wages if any changes have occurred since the issuance of the original Intent to Pay Prevailing Wages was filed.
- b. For contracts in excess of \$10,000, the Contractor shall post in a location readily visible to workers at the job site:
  - i. A copy of the approved statement of Intent to Pay Prevailing Wages (Labor and Industries [L & I] Form F700-029-000).
  - ii. The address and telephone number of the Industrial Statistician of the Department of Labor and Industries.
- c. The statement of Intent to Pay Prevailing Wages shall include the Contractor's registration certificate number or UBI number and prevailing rate of wage for each classification of workers entitled to prevailing wages. Self-employed or owner/operator contractors or subcontractors who perform the actual work will be required to submit a statement regardless of the method of payment.

J. Affidavit of Wages Paid: Following final acceptance of the Project, the Contractor shall submit, for the Contractor and each and every subcontractor, an Affidavit of Wages Paid (L & I Form F700-007-000) form to the Industrial Statistician of the Department of Labor and Industries for approval. A \$40.00 fee payable to the Department of Labor and Industries shall be included for each statement submitted. Self-employed or owner/operator contractors or subcontractors who perform the actual work will be required to submit an

affidavit regardless of the method of payment.

K. Applicable Prevailing Wage Rates. Prevailing wages rates may be found at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. Rates for Pierce County on the bid opening date shall apply for this Project. A copy of the wage rates is available for viewing at Fife City Hall. The City will provided a copy of the prevailing wage rates upon request.

**Bidder's Checklist**

**The following forms and information must be turned in at the time of the Bid opening:**

1. Proposal, certify receipt of addenda (if any) in the space provided in the second paragraph.
2. Non-collusion Certificate, notary required.
3. Bid Bond Form, attach Power of Attorney.
4. Certification of Compliance with Wage Payment Statutes

**FORM OF PROPOSAL--FIFE COMMUNITY CENTER SIGNAGE PROJECT**

Date	
Bidder Name	
WA State License Registration No.	

The undersigned proposes to furnish all coordination, labor, equipment and materials and perform all work for this project in accordance with the contract documents and addenda (if any), for the consideration of the following amounts:

**Wall Sign 1**

Base Bid	\$
Sales Tax	\$
Total Bid	\$

**Wall Sign 2**

Base Bid	\$
Sales Tax	\$
Total Bid	\$

The undersigned, as Bidder, declares that we have personally examined the Project site in the City of Fife, and all of the plans, specifications, and Contract Documents herein contained, and that we will contract with the City of Fife on the form of agreement provided herewith to do everything necessary to perform and complete construction called for in the Contract for the construction of the Project listed above, at the price and on the terms and conditions herein contained in the Contract Documents.

We agree that the following shall form a part of this proposal: Non-Collusion Certificate. We acknowledge that addenda numbers \_\_\_ to \_\_\_ have been provided to us and have been examined as part of the Contract Documents.

Attached is a proposal guaranty bond duly completed by a guaranty company authorized to carry on business in the state of Washington in the amount of at least five percent (5%) of the total amount of our proposal.

If our proposal is accepted, we agree to sign the Contract and to furnish the performance bond and the required evidence of insurance within ten (10) calendar days after receiving written notice of the award of the Contract. We acknowledge that the City of Fife may forfeit our bid deposit as liquidated damages in the event of our non-compliance with the requirements of this paragraph.

The Bidder agrees to prosecute the work in accordance with this Document and the Contract Documents. Bidder further agrees to complete the Project within the allotted time as specified in the Contract.

The Bidder understands that the Owner reserves the right to reject any and all proposals, as well as increase or decrease the scope of work.

Bidder	Telephone
By Authorized Official	
Date	
Contractor's Registration No.	Business Address

**CITY OF FIFE  
NONCOLLUSION CERTIFICATE**

STATE OF WASHINGTON           )  
  )ss  
COUNTY OF PIERCE           )

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

**FIFE COMMUNITY CENTER SIGNAGE IMPROVEMENTS**

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Member

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public) (Corporate Seal)

My commission expires \_\_\_\_\_, \_\_\_\_\_.



**BID BOND FORM**

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

Sign here \_\_\_\_\_

.....

**BID BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

That I/we, \_\_\_\_\_ as Principal, and that I/we, \_\_\_\_\_ as Surety, are held firmly bound unto the City of Fife, Washington, as Obligee, in the penal sum of \$ \_\_\_\_\_ (\$ \_\_\_\_\_), for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for the fife Parks Site Signage Improvement project according to the terms of the proposal or bid made by the Principal thereto, and the Principal shall duly make and enter into a Contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

Note: Power of Attorney shall be attached.

\_\_\_\_\_  
Attorney in Fact

.....

Received return deposit in the sum of \$ \_\_\_\_\_ (\$ \_\_\_\_\_)

Bond No.: \_\_\_\_\_

# Certification of Compliance with Wage Payment Statutes

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

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

\_\_\_\_\_  
Bidder's Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

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

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

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

**CONTRACT**

THIS Agreement, made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018, between

CITY OF FIFE, WASHINGTON (“CITY”)  
5411 23<sup>rd</sup> Street East  
Fife, WA 98424

Contact: Megan Jendrick

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“CONTRACTOR”)

Contact: \_\_\_\_\_ Tel: \_\_\_\_\_

for the following Project:

**FIFE COMMUNITY CENTER SIGNAGE IMPROVEMENTS (“PROJECT”)**

The City and Contractor agree as follows:

1. **Contract Documents.** The Contractor shall complete the Project in accordance with the Contract Documents. The Contract Documents consist of the following in order of precedence:
  - a. Written change orders or orders for changes in the work issued after execution of this Agreement;
  - b. This Contract signed by City and Contractor;
  - c. Project Specifications;
  - d. Project Plans prepared by Helix Design Group

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

2. **Date of Commencement and Completion Date.** Work shall commence upon execution of this Contract and the Project shall be physically completed by **September 15, 2018** (“Physical Completion Date”). “Physical Completion” means the day all of the work is physically completed on the project, but all documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.
3. **Contract Sum.** The contract sum is the total bid amount of \$ \_\_\_\_\_, including applicable sales tax. The contract sum shall include all materials, equipment, and labor necessary for the proper execution and completion of the Project.
4. **Changes.** After execution of the Contract, changes in the Project may be accomplished by change order. The City, without invalidating the Contract, may order changes in the Project within the general scope of the Contract

consisting of additions, deletions or other revisions, the Contract Sum and Contract completion date being adjusted accordingly. Change orders shall be in writing signed by the parties.

**5. Retainage.** Pursuant to RCW 60.28, a sum of 5 percent of the monies earned by the Contractor will be retained from payment. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82, RCW, and (2) the claims of any person arising under the Contract. Retainage shall be released in accordance with RCW 60.28.

**6. Payment.** Each month after commencement of the Project, Contractor shall make a request for payment for work done during the preceding month, on invoices in a format acceptable to the City. Failure to perform any of the obligations under the Contract by the Contractor may be decreed by City to be adequate reason for withholding any payments until compliance is achieved. Progress payments for work performed shall not be evidence of acceptable performance or an admission by City that any work has been satisfactorily completed. Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment or City's good faith determination that the remaining balance of payment may be insufficient to insure completion of work covered by this Contract or to pay bond or retainage claims. Payment shall be made within 30 days of receipt of invoice, provided retention in the amount of 5% of the contract amount shall be released in accordance with RCW 60.28. Failure to perform any of the obligations under the Contract by the Contractor may be decreed by City to be adequate reason for withholding any payments until compliance is achieved. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

**7. Review of Contract Documents and Field Conditions.** Contractor has satisfied itself as to the nature and location of the work, the character, kind and quantity of material to be encountered, the character, kind and quantity of equipment needed, the location, conditions and other matters which can in any manner affect the work under this Contract, and acknowledges that Contractor has had a reasonable opportunity to examine the site and all of the Contract Documents. Prior to commencing work, Contractor shall examine the site and any surfaces upon which work is to be performed, and shall notify City in writing of any conditions which might adversely affect its work; failure to do so will constitute a waiver of entitlement to any additional compensation or contract time arising out of such conditions.

**8. Payment and Performance Bond.** Contractor shall make, execute, and deliver, in the form provided by the City, a good and sufficient bond equal to the amount of the full contract price with a surety company as surety, for the faithful performance of all the provisions of this contract, including the three year warranty, maintenance and irrigation provisions, and payment of all laborers, mechanics, and subcontractors and material men and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work. This bond shall be filed with the City. The surety must agree to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington.

**9. Permits, Fees, Notices, and Compliance with Laws.**

9.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the proper execution and completion of the work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

9.2 Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities applicable to performance of the Work.

**10. Prevailing Wages.** This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. **NO ON-SITE WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE** as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. Prior to making any payment under this Contract, the City must receive an approved copy of the

"Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries. It is the Contractor's responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Contractor shall be responsible for all filing fees. Each invoice may include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors.

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

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or a substitute endorsement providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

**C. Other Insurance Provisions**

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

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

**12. Termination of Contract.** This Contract may be terminated by City at any time upon the default of the Contractor or upon public convenience, in which Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination. Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on work not performed because of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by City by reason of such default.

**13. Warranty.** In addition to any manufacture or vendor warranties, Contractor warrants that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required and permitted by the Contract Documents; (2) the work will be free from defects not inherent in the quality required or permitted; and (3) the work will conform to the requirements of the Contract. The Contractor further agrees to correct any defects in materials or workmanship which shall develop or be discovered within one (1) year after completion and acceptance of the Project.

**14. Indemnification/Hold Harmless.** The Contractor shall defend, indemnify and hold 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 City. 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 Contractor and City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**15. Assigning or Subcontracting.** Contractor shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City. Each subcontractor, to the extent of the Work to be performed by the subcontractor, shall be bound to the Contractor by the terms of the Contract Documents, and shall assume toward the Contractor all the obligations and responsibilities which the Contractor by the Contract Documents, assumes toward the City.

**16. Independent Contractor.** Contractor is and shall be at all times during the term of this Agreement an independent contractor.

**17. Disputes.** Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

**18. Attorneys' Fees.** In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

**19. Extent of Agreement/Modification.** The Contract Documents, together with attachments or addenda, represent the entire and integrated Agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

CITY:  
CITY OF FIFE

CONTRACTOR:

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Gregory F. Amann  
Assistant City Attorney

**CITY OF FIFE PERFORMANCE AND PAYMENT BOND WITH GUARANTY  
(PUBLIC WORKS CONTRACTS)**

Name of Project \_\_\_\_\_  
Contractor (Principal) \_\_\_\_\_  
Project/Contract # \_\_\_\_\_  
Surety \_\_\_\_\_  
Bond Amount \$ \_\_\_\_\_  
Bond # \_\_\_\_\_

1. Date and Parties

This performance and payment bond with guaranty is dated, for reference purposes only, the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and is executed by \_\_\_\_\_, as Principal(s), and \_\_\_\_\_, as Surety.

2. General Recitals

A. Principal has entered into a public works contract (the "Contract") with the City of Fife for certain work described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
(the "Work").

B. This bond is furnished in accordance with RCW 39.08 to secure faithful performance of the Contract and payment of all persons covered under RCW 39.08.010.

3. Bond Amount

The Principal and the Surety agree and do jointly and severally bind themselves, their heirs, executors, administrators, and assigns, unto the City in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

4. Agreement to Perform

A. Principal, his or its heirs, executors, administrators, successors, or assigns, shall abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of the Contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified.

B. Principal shall pay all laborers, mechanics, and subcontractors and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work.

C. Principal shall pay the taxes, increases, and penalties incurred on the Work under Titles 50, 51, and 82 RCW.

D. The Principal further agrees to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work.



5. Indemnity Agreement

A. The Principal hereby agrees to indemnify and hold the City harmless from any and all claims that may be made against the City resulting directly or indirectly from any action or inaction of the Principal or his agents, employees or independent contractors relating directly or indirectly to work performed or to be performed under the terms of this agreement. This indemnity and hold harmless shall include City Costs related to defending against said claims, or in enforcing the terms of this agreement.

B. For purposes of this document, the term “City Costs” shall mean all City expenditures, obligations or debt incurred, including, but not limited to: construction, labor, equipment and material costs; City staff time; legal consultant fees; taxes and penalties; engineering consultant fees; financial consultant fees; publication, service or process and filing fees; mailing fees; cost of right-of way, real property and easement acquisition; and fees and costs to other governmental jurisdictions, that are made or incurred by the City, whether or not legal action is commenced.

6. Obligation of Surety

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, or fails to faithfully perform any of the provisions of the Contract or fails to well and truly perform and fulfill any of the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, then the Surety shall be liable to the City for City Costs resulting from said failure to perform, but not to exceed the Bond amount.

B. If the Principal (or any subcontractors or lower tier subcontractors of the Principal) fails to pay any laborers, mechanics, or subcontractors or material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, then the Surety shall be liable to the City for City Costs resulting from such failure to pay and to the persons covered by RCW 39.08.010, but not to exceed the Bond amount.

C. If the Principal (or any subcontractors or lower tier subcontractors of the Principal) fails to pay the taxes, increases, and penalties incurred on the Work under Titles 50, 51, and 82 RCW, then the Surety shall be liable to the City for City Costs resulting from such failure to pay and to the State of Washington, but not to exceed the Bond amount.

D. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work which shall develop or be discovered within one (1) year after final acceptance of the Work, then the Surety shall be liable to the City for City Costs resulting from such failure, but not to exceed one tenth of the Bond amount.

E. The Surety agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any change, extension of tie, alterations or additions to the terms of the Contract or the Work or to the specifications.

F. The Surety agrees that modifications and changes may be made in the terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid to the Principal shall automatically increase the obligation of the Surety on this Bond in a like amount. However, such increase shall not exceed twenty-five percent (25%) of the original amount of this Bond without the consent of the Surety.

7. Address for Notices

All notices required hereunder shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested, to:

Principal:	Surety:
_____	_____
Name	Name
_____	_____
Street address	Street address
_____	_____
City, State and zip code	City, state and zip code
_____	_____
Facsimile number	Facsimile number

8. Default

A. If the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) fails to faithfully, fully, and timely perform the Contract or any amendments thereto as required hereunder, fails to pay any laborers, mechanics, or subcontractors or material suppliers, or any persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such Work, or fails to pay the taxes, increases, and penalties incurred on the Work under Titles 50, 51, and 82 RCW, then the City shall notify the Principal and the Surety that such failures must be cured to the satisfaction of the City Public Works Department within seven days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the failures are not so cured and approved within the period stated in the notice then the Surety, upon written demand by the City, shall immediately tender to the City the full amount of the Bond (less any amount previously paid to claimants in accordance with RCW 39.08) and the City will complete the Work and/or make the payments, as the case may be, deduct from the amount tendered the City Costs, and refund the remainder, if any, to the Surety.

B. If the Principal fails to correct any defects in materials, workmanship, or installation of the Work, as required hereunder, then the City shall notify the Principal and Surety that the Work must be corrected to the satisfaction of the City Public Works Department within seven days from the date of the Notice, or such longer time as may be determined by the City Public Works Director. If the Work is not corrected and approved within the period stated in the notice, then the Surety, upon written demand by the City, shall immediately tender to the City one tenth of the Bond amount (or the total amount remaining on the Bond whichever is less), and the City will correct the Work, and deduct from the amount tendered the City Costs. The City shall retain the remainder until the end of the warranty period. If at the end of the warranty period the tendered monies have not been expended for City Costs associated with correction of Work, then the remaining amount shall be refunded to the Surety.

C. If the amount of the Bond is inadequate to pay for City Costs, either because the City Costs exceed the Bond amounts or the Surety is no longer solvent or fails to timely tender the appropriate amount, then the City shall forthwith notify the Principal and he shall tender the deficiency to the City within five days of said notification. If the City commences legal action to collect said deficiency then the prevailing party in said legal action shall be entitled to judgment for their reasonable costs and attorney fees incurred therein. Each Principal is jointly and severally liable for the obligations set forth herein.

9. Action by Claimants.

A. All such persons mentioned in RCW 39.08.010 shall have a right of action in his, her, or their own name or names on the Bond for work done by such laborers or mechanics, and for materials furnished or provisions and goods supplied and furnished in the prosecution of the Work: PROVIDED, That such persons shall not have any right of action on this Bond for any sum whatever, unless within thirty days from and after the completion of the Contract with an acceptance of the Work by the City Council, the laborer, mechanic or subcontractor, or material supplier, or person claiming to have supplied materials, provisions or goods for the prosecution of such Work, shall present to and file with the City a notice in writing in accordance with RCW 39.08.030.

B. Every person, firm or corporation furnishing materials, supplies or provisions to be used in the construction, performance, carrying on, prosecution or doing of any of the Work, shall, not later than ten days after the date of the first delivery of such materials, supplies or provisions to any subcontractor or agent of any person, firm or corporation having a subcontract for the construction, performance, carrying on, prosecution or doing of such Work, deliver or mail to the Principal a notice in writing stating in substance and effect that such person, firm or corporation has commenced to deliver materials, supplies or provisions for use thereon, with the name of the subcontractor or agent ordering or to whom the same is furnished and that the Principal and the Bond will be held for the payment of the same, and no suit or action shall be maintained in any court against the Principal or this Bond to recover for such material, supplies or provisions or any part thereof unless the provisions of this section and RCW 39.08.065 have been complied with.

C. The State of Washington shall have a right of action on the Bond for taxes, increases, and penalties incurred on the Work under Titles 50, 51, and 82 RCW.

10. Modification.

This document cannot be modified, nor the obligations created hereunder terminated, without the City's express written consent.

11. Governing Law--Venue.

Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title \_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title \_\_\_\_\_

Accepted by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
By: \_\_\_\_\_  
Title \_\_\_\_\_

***[Power of Attorney must be attached to Bond]***

**PROJECT SPECIFICATIONS  
SECTION 01 11 00  
SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED IN CONTRACT DOCUMENTS**

A. Description of the Work:

1. Provide wall signage at the City of Fife Community Center located at 2111 54th Ave E, Fife, WA 98424. Responsible for survey, design, fabrication, and installation.
2. Provide all work required for completing the Work as indicated in the Contract Documents.

**1.02 CONTRACT DESCRIPTION**

- A. Construct the Work under a guaranteed single fixed-price contract.
- B. Bidder will coordinate all vendors involved in the Work if applicable.

**1.03 PRODUCTS**

A. Responsibilities:

1. Arrange for and deliver shop drawings, product data, and samples to Designer.
2. Arrange and pay for product delivery to site.
3. Coordinate delivery schedule with Owner.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

**1.04 BIDDER USE OF SITE AND PREMISES**

- A. Limit use of site and premises for storage and work of this Contract.
- B. Provide for protection and security of stored and installed materials and work of the Contract.

**1.05 EXISTING CONDITIONS**

- A. Verify all existing conditions prior to starting work.

**1.06 MATERIALS AND INSTALLATION**

- A. We encourage bidders to offer cost effective substitutions where applicable while maintaining the overall aesthetic and quality of the sign package.
- B. Bidders shall submit substitutions to materials and installation techniques within at least four (4) days prior to bid closing date. Submittal of bid constitutes acceptance of materials and installation of techniques shown in the Contract Documents.

\*\*\*END OF SECTION\*\*\*

## **SECTION 01 25 00 SUBSTITUTION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION**

- A. This Section specifies administrative and procedural requirements for handling Requests for Substitutions made after award of the Contract.

#### **1.02 DEFINITIONS**

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of installation required by Contract Documents proposed by the Contractor are considered requests for “substitutions”. The following are not considered substitutions.
  - 1. Revisions to Contract Documents requested by the Owner or Designer.
  - 2. Specified options of products and installation methods included in Contract Documents.
  - 3. The Contractor’s determination of and compliance with governing regulations and order issued by governing authorities.

#### **1.03 SUBMITTALS**

- A. Submit one (1) copy to the Designer and Owner of each Request for Substitution in accordance with procedures in this section.
- B. Identify the product or installation method to be replaced in each Request. Include related specification sections and drawings. Document compliance with requirements for substitutions, and the following information, as appropriate:
  - 1. Product data, including drawings and descriptions of products, fabrication and installation procedures.
  - 2. Samples, where applicable or requested.
  - 3. A comparison of significant qualities of the proposed substitution with those specified.
  - 4. A list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will be necessary to accommodate the proposed substitution.
  - 5. A statement indicating the substitution’s effect on the Installation Schedule compared to the Schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  - 6. Cost information, including a proposal of the net change, if any in the Contract Sum.
  - 7. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor’s waiver of rights to additional payment or time that may be necessary because of the substitution’s failure to perform adequately.

#### **1.04 CRITERIA FOR ACCEPTANCE FOR REVIEW**

- A. Substitutions will be accepted for review under the following conditions.
  - 1. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit.
  - 2. Proposed changes are in keeping with the general intent of Contract Documents.
  - 3. The request is timely, within specified consideration period, fully documented and properly submitted.

#### **1.05 DESIGNER'S ACTION**

- A. The Designer and/or Owner may request additional information necessary for evaluation. If a decision on use of a substitute cannot be made within the time allocated, use the product specified. Acceptance will be in the form of an addendum to the bidding document.

#### **1.06 SUBSTITUTIONS VIA SUBMITTALS**

- A. The Contractor's submittal and Designer's acceptance of shop drawings, product data, or samples that relate to construction activities not complying with Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval. Work that is not in compliance with Contract Documents may be rejected, even if in accordance with reviewed submittals, without an approved substitution request.

\*\*\*END OF SECTION\*\*\*

**SECTION 01 31 00  
PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.01 COORDINATION AND PROJECT CONDITIONS**

- A. Coordinate scheduling, submittals, and Work of the various sections to ensure efficient and orderly sequence of installation of interdependent elements, with provisions for accommodating items installed later.
- B. Coordinate completion and clean up of work in preparation for Substantial Completion.

**1.02 PREINSTALLATION MEETING**

- A. Contractor shall convene a pre-installation meeting at the work site(s) prior to commencing work in order to resolve all questions related to the Work.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Designer and Owner seven (7) days in advance of meeting date.
- D. Contractor shall prepare agenda and preside at meeting:
  - 1. Review conditions of locations, preparation, and installation procedures.
  - 2. Review coordination with related work.

**1.03 CLARIFICATIONS AND REVISIONS**

- A. Confirm in writing to Designer all revisions to the Work not involving an adjustment to the Contract.

**1.04 SITE USE**

- A. Provide areas within the area provided by Owner for the work, for storage and handling of all materials and equipment of Subcontractors. Schedule deliveries to minimize storage of materials on-site.
- B. Coordinate with Owner to reduce impact on Owner's use of facilities.

\*\*\*END OF SECTION\*\*\*

## **SECTION 01 33 00 SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.01 SUBMITTAL PROCEDURES**

- A. Identify Project, Contractor, Subcontractor or Supplier; pertinent drawing and detail number, and specification section number.
- B. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittals without Contractor's stamp and signature will be rejected.
- C. Schedule submittals to expedite the Project and deliver to Designer.
- D. For each submittal for review, allow seven (7) days excluding delivery time to and from the Contractor.
- E. Notify in writing of any variations from Contract Documents.
- F. Provide space for Contractor and Designer review stamp.
- G. When revised for resubmission, identify all changes made since previous submission.
- H. Submittals not requested will not be recognized or processed.
- I. Submit all items requiring color selections as a group within ten (10) days of contract award.

#### **1.02 PROPOSED PRODUCTS AND SUBCONTRACTOR'S LIST**

- A. Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product. Provide list of vendors with company name, address, phone number, and contact person.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### **1.03 SHOP DRAWINGS**

- A. Shop Drawings for Review:
  - 1. Title each drawing with project name and number.
  - 2. Submitted to Designer for review for the limited purpose of checking for conformance with the Contract Documents.
  - 3. After review, produce copies and distribute in accordance with Submittal Procedures article above and for record documents purposes described in Section 01 77 00 –Closeout Procedures.



#### **1.04 SAMPLES**

- A. Samples for Review:
  - 1. Submitted to Designer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Samples for Information:
  - 1. Submitted for the Designer's knowledge as contract administrator or for the Owner.
- C. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit the number of samples specified in individual specification sections.
- F. Reviewed samples that may be used in the Work are indicated in individual specification sections.

#### **1.05 CERTIFICATES AND WARRANTIES**

- A. When specified in individual specification sections, submit certificates and/or warranties by the manufacturer, installation/application subcontractor, or the Contractor to Owner.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications.
- C. Certificate or warranty shall name the project number, location, date, contractor, contractor's address, manufacturer and manufacturer's address.

#### **1.06 MANUFACTURER'S INSTRUCTIONS**

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing to Owner.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria.

#### **1.07 ERECTION DRAWINGS**

- A. Submit drawings for the Designer's benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Drawings.

\*\*\*END OF SECTION\*\*\*

## **SECTION 01 45 00 QUALITY CONTROL**

### **PART 1 - GENERAL**

#### **1.01 QUALITY ASSURANCE - CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Designer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement as recommended by manufacturer.

#### **1.02 TOLERANCES**

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

#### **1.03 REFERENCES AND STANDARDS**

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue of Contract Documents, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Designer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

\*\*\*END OF SECTION\*\*\*

## **SECTION 01 60 00 PRODUCT REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.01 PRODUCTS**

- A. All materials to be new material, equipment, fixtures, and systems. Include all trim, accessories and incidental items to complete the Work.

#### **1.02 TRANSPORTATION AND HANDLING**

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

#### **1.03 STORAGE AND PROTECTION**

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Provide off-site storage and protection when site does not permit on-site storage or protection.
- C. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

#### **1.04 PRODUCT OPTIONS**

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

#### **1.05 SUBSTITUTIONS**

- A. Section 01 11 00 specifies time restrictions for submitting requests for Substitutions during the bidding period.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request constitutes a representation that the Bidder:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.

4. Waives claims for additional costs or time extension that may subsequently become apparent.
  5. Will reimburse Owner and Designer for review or redesign services associated with re-approval by authorities.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

\*\*\*END OF SECTION\*\*\*

## **SECTION 01 77 00 CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.01 CLOSEOUT PROCEDURES**

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Designer and Owner review.

#### **1.02 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
- B. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

#### **1.03 SPARE PARTS AND MAINTENANCE PRODUCTS**

- A. Provide spare parts, maintenance, and extra products in quantities specified.
- B. Deliver to Project site and place in location as directed by Owner.

\*\*\*END OF SECTION\*\*\*

## **SECTION 10 14 01 SIGNAGE**

### **PART 1 - GENERAL**

#### **1.01 SUBMITTALS**

- A. Submit under provisions of Section 01 33 00.
  - 1. Shop drawings: Indicate materials, final locations, attachment details, electrical notes, switch locations, and overall dimensions of each sign.
  - 2. Light fixture specification sheets
  - 3. Samples: Submit the following samples to Designer for review prior to fabrication:
    - I. 6"X6" of MTL-1 painted PT-2
    - II. 6"X6" of MTL-1 painted PT-3
    - III. Samples panel painted PT-1
    - IV. Samples panel painted PT-4

#### **1.02 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three (3) years documented experience.

#### **1.03 REGULATORY REQUIREMENTS**

- A. Install in conformance with Title III of the Americans and Disabilities Act, Public Law 101-336 and Washington State Rules and Regulations for Barrier Free Design, WAC 51-20.
- B. Install in conformance with City of Fife Sign Code.
- C. All materials, methods of fabrication, attachments, footings and structures to conform with building code requirements.

#### **1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, protect, and handle products to site under provisions of Section 01 60 00.

#### **1.05 COLORS**

- A. All Colors are specified in the notes and materials schedule in the Exhibits document.

PART 2 - PRODUCTS

**2.01 SIGNAGE**

- A. See Invitation to Bid and Exhibits Document for sign types, quantities and details.

PART 3 - EXECUTION

**3.01 EXAMINATION**

- A. Verify that site and substrate surfaces are ready to receive work.
- B. Verify all existing conditions and perform utility located both public and private as needed.

\*\*\*END OF SECTION\*\*\*