



REQUEST FOR BID (RFB)

For

PARKING LOT REPAVING PROJECT AT SOUTH HILL LIBRARY AND GIG HARBOR LIBRARY

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PART 1: INTRODUCTION

The Pierce County Library System (Library) is a junior taxing district under the laws of the State of Washington established in 1946 as a rural library district under Chapter 27.12 RCW. The Library provides library services for the residents of unincorporated Pierce County, 15 annexed cities and towns (Bonney Lake, Buckley, DuPont, Eatonville, Edgewood, Fife, Gig Harbor, Lakewood, Milton, Orting, South Prairie, Steilacoom, Sumner, University Place, and Wilkeson). The total estimated population served is 620,000. More information about the Library may be found online at www.piercecountylibrary.org.

Thank you for your interest in proposing PARKING LOT REPAVEMENT AT SOUTH HILL LIBRARY AND GIG HARBOR LIBRARY. The purpose of this RFB is for complete asphalt overlay and restriping of the entire parking lots in South Hill Library and Gig Harbor Library in accordance with the plans and specifications for this project. Project to include installation of speed bumps per civil drawings. The library will remain open and operational throughout construction. Phase work as necessary to maintain at least one vehicular public entry, 30 available parking stalls, and pedestrian access to the building entry at all times.

ESTIMATED TIMELINE

RFB Announcement.....	July 18, 2022
Final questions or substitution requests due	July 25, 2022, 4:00 PM
RFB Question Responses Due from Library	July 29, 2022
RFB due to PCLS.....	August 5, 2022, 1:00 PM
RFB Opening	August 5, 2022, 2:00 PM
Notice of Intent to Award.....	August 12, 2022
Notice of Award.....	August 19, 2022

Schedule for work:

Project construction to be phased and building to be in continuous operation during construction. Contractor to provide and adjust temporary construction fencing as necessary to protect the site and secure any areas of work. It is the contractor’s responsibility to adjust the temporary construction fencing to allow for customer access into the parking lot and main entry doors of the libraries. Staff access to staff entry doors must be also be maintained.

Contract time – Substantially complete all work under contract within 30 calendar days after the date of Notice to Proceed.

Contractor work hours may be Monday to Sunday between 6 AM to 6 PM. Contractor and Library to coordinate any closures for striping work. Library operational hours are as follows:

- Monday to Thursday: 10AM to 7PM
- Friday: 10AM to 6PM
- Saturday: 10AM to 5PM
- Sunday: 1PM to 5PM

PART 2: INSTRUCTIONS TO BIDDERS

- a) **AVAILABILITY:** Electronic PDFs of Existing Drawings can be viewed in:
<http://www.piercecountylibrary.org/about-us/administration/finance/Default.htm>
- b) **QUESTIONS ABOUT THE RFB:** It is the responsibility of all proposers to carefully review and read the entire RFB, and understand all terms, conditions, processes, and methods for responding to this RFB. All questions about this RFB should be directed to Christina Neville-Neil by email to cneville-neil@piercecountylibrary.org. Oral explanations or instructions given before the award of the Agreement will not be binding. Any information that is different from what is provided in this RFB and given to a prospective proposer concerning this RFB will be furnished to all prospective proposer as an amendment to the solicitation. The Library reserves the right to share answers with other proposers, if such information is necessary to proposers in submitting proposals on the solicitation or if the lack of such information would be prejudicial to uninformed proposers. **All questions must be submitted by 4:00 PM, July 25, 2022.**
- c) **SUBSTITUTIONS:** Provide any proposed material to design team, in writing, for review within 12 calendar days prior to Bid date. No Substitutions will be accepted after bid. Use attached CSI Form 1.5C to submit request for substitutions.
- d) **ADDITIONAL SITE VISITS:** No mandatory site visits will be scheduled.
- e) **ACKNOWLEDGEMENT OF ADDENDA TO RFBS:** Bidders to the RFB must acknowledge receipt of any addenda by signing the bid form. Such acknowledgment must be received prior to bid opening.
- f) **BID SUBMISSION:** The preferred method of proposal submission is electronically to Petra McBride at PMcBride@piercecountylibrary.org. Please use the subject line: BID FOR PARKING LOT REPAVEMENT AT SOUTH HILL LIBRARY AND GIG HARBOR LIBRARY. If contractors choose to submit via hard copy, please submit a sealed proposal with 3 copies to:
- Pierce County Library System
Attn: Petra McBride, Executive Assistant for Executive Office Department
3005 112th Street East
Tacoma, WA 98446-2215
Sealed bid for: PARKING LOT REPAVEMENT AT SOUTH HILL LIBRARY AND GIG HARBOR LIBRARY
- g) **DATE OF SUBMISSION: SEALED BIDS MUST BE SUBMITTED NO LATER THAN August 5, 2022, 1:00 PM, Local time.** Submissions received late may be deemed not responsive and may not be considered, at the Library's discretion. The Library reserves the right to extend the date of submission and will provide due notice of such date extension.

- h) **SIGNATURES:** A corporate official who has been authorized to make such bid commitments must sign the bid.
- i) **WITHDRAWAL OR MODIFICATIONS OF BIDS:** The bidder may, without prejudice to itself, modify or withdraw its bid by written request, provided that the bid and any request is received by the Library prior to the date of submission above. Following the withdrawal of its bid, the bidder may submit a new bid provided it is received by the Library at the address and by the Date of Submission.
- j) **REJECTION OF BIDS:** The Library reserves the right to reject any and all bids without penalty. Any and all bids may be rejected for any cause.
- k) **BIDDING PROCEDURES AND FORMS:** All bidders must comply with the specifications and requirements attached. To be considered all bids must be signed; Bidders may only submit one bid for consideration. Bidders may submit additional information with their bids as desired.
- l) **VALIDITY OF PRICES:** Bidders must confirm in writing that prices quoted will be valid and in effect for a minimum of sixty (60) days after bid opening.
- m) **BID OPENING:** A Virtual Public Bid Opening will be held at approximately 2:00PM, on Friday, August 5, 2022 on Microsoft Teams.

Meeting ID: 227 991 321 110

Password: iTWivh

The Library will submit a Notice of Intent to Award to the apparent winning bidder within five (5) business days.

- n) **AWARD OF BID: CONTRACT SHALL BE AWARDED BASED ON PRICE, REFERENCES, AND COMPLETION OF ALL ASPECTS OF THE RFB. Failure to bid all locations will make a bid non-responsive.** The Library reserves the right to waive informalities or irregularities and deviations from the RFB, and to be the final judge as to which bid shall be accepted by the Library. Award is anticipated no later than thirty (30) days of bid closing.
- o) **PUBLIC DISCLOSURE OF AWARDED BID:** All bids will be treated with confidentiality prior to award. After award of the contract, the bid will fall under the requirement by Washington State law (Chapter 42.17 RCW) that obligates the Library to make the document available for public inspection, if requested.
- p) **CERTIFICATES, LICENSES, AND PERMITS:** Bidders acknowledge that the awarded contract requires upon commencement of term of contract, commercial general liability insurance, as provided in the contract terms.
- q) **RETAINAGE:** Bidders acknowledge that the awarded contract, per RCW 60.28.011, that the Library will retain funds in the amount of 5% for the duration of an annual contract, as provided in the contract terms.

- r) **PREVAILING WAGES:** Workers of all Contractors, Subcontractors, and lower tier Subcontractors on all Pierce County Library System public work projects, as the term public works is defined by RCW 39.040.010, shall be paid the “prevailing rate of wage” including usual benefits, as those terms are defined by Chapter 39.12 of RCW. It is understood that the successful Contractor is responsible for obtaining and completing all required government forms and submitting them the same to the proper authorities. Contractor is required to provide certified payroll to PCLS showing the payment of prevailing wage.
- s) **NON-DISCRIMINATION AND WORKPLACE SAFETY:** The Contractor agrees to abide by all federal, state, and local laws, rules and regulations prohibiting discrimination in employment and the controlling of workplace safety. The Contractor shall provide personal protective equipment as required by law. Any violations of applicable laws, rules or regulations may result in termination of this Contract.
- t) **ENVIRONMENTAL PROTECTION:** The Contractor shall abide by all federal, state, and local laws regarding the protection of the environment. The Contractor shall also be responsible for reporting such violations as pertain to this work to PCLS and other applicable agencies upon discovery of such in a timely manner. Any violations of applicable laws, rules or regulations may result in termination of this Contract.
- u) **FINAL INSPECTION UPON AWARD:** Upon Library’s request, bidder will verify bid on all existing conditions. The Contractor will return to the Library a signed contract, insurance certificate and bond or bond waiver within 15 days after receipt of contract. If the apparent successful Bidder fails to sign all contractual documents or provide the bond and insurance as required or return documents within 15 days of receipt of the contract, the Library may terminate the award of the contract.
- v) **CANCELLATION:** The Library may cancel this contract or any part thereof by written notice at any time without penalty if the Contractor fails to comply with the terms, instructions, specifications, and delivery completion dates, or perform the work with diligence.
- w) **CONTRACT ADMINISTRATOR:** The administrator of this contract will be: Christina Neville-Neil, PCLS Facilities Project Manager.
- x) **REFERENCES:** List the names and addresses of three (3) customers, for whom the bidder has provided similar services. Include dates, contact persons, and telephone numbers. Should any reference submitted by the bidder be found unsatisfactory, the Library, as its sole option, may reject that bidder’s offer. The Library shall be the sole judge in determining a satisfactory or unsatisfactory reference response. References must be submitted with the bid response.

BID FORM (Page 1 of 2)

Declarations:

The undersigned bidder declares that he/she has read and fully understands the Request for Bid and agrees to all of the terms, conditions, and provisions contained therein; and he/she proposes and agrees that if his/her bid as submitted in the proposal be accepted, he/she will contract to perform in accordance with the specifications and proposals. Said price is to include and cover all materials, labor, supervision, overhead, and profit to complete the job to the Library's satisfaction.

Project Name: PARKING LOT REPAVEMENT AT SOUTH HILL LIBRARY AND GIG HARBOR LIBRARY

Contractor's Name: _____

BID SUBMITTED BY:

Signature of Authorized Representative

Firm Name

Printed Name

Address

Title

City, State, Zip Code

Date

Telephone/ Fax Number

State of Washington Contractor's License No. _____

Federal Tax ID No. _____

Base Bid (print dollar amount)

\$ _____
(\$ amount, do not include WSST)

BID FORM (Page 2 of 2)

TIME FOR COMPLETION:

Contract Time – The undersigned hereby agrees to Substantially Complete all the work under the Base Bid within 30 days from issuance of Notice to Proceed.

Final Completion – All the Work shall be fully and finally completed in accordance with the contract documents within 14 calendar days after the date of Substantial Completion.

LIQUIDATED DAMAGES:

The undersigned agrees to pay the Library as liquidated damages the sum of \$300 for each and consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract invoice after taxes and retainage.

RECEIPT OF ADDENDA:

Receipt of the following addenda is acknowledged:

Addendum No: _____

Addendum No: _____

Addendum No: _____

Addendum No: _____

Addendum No: _____

Addendum No: _____

REFERENCES:

1. Company Name _____
Company Address _____
Company Phone _____
Contact Person _____
Dates _____

2. Company Name _____
Company Address _____
Company Phone _____
Contact Person _____
Dates _____

3. Company Name _____
Company Address _____
Company Phone _____
Contact Person _____
Dates _____

PART 3: CONTRACT TERMS AND CONDITIONS

- a) **NON-ASSIGNMENT:** The contractor may not assign any rights or any duties under this contract without the Library's prior written consent. Such consent must be in writing and received no less than thirty (30) days prior to the date of any proposed assignment and/or delegation.
- b) **SUPERVISION:** The Contractor shall supervise and direct the work in relation to this contract using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures, and for coordinating portions applicable to this contract. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out work in accordance to this contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them, according to the specifications contained herein.
- c) **SEVERABILITY:** The invalidity or unenforceability of any provision in any resultant contract shall not affect the other provisions hereof, and the contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d) **INDEMNIFICATION AND HOLD HARMLESS:** The contractor shall protect, defend, indemnify, and hold the Library, its agents, employees, officials harmless from, and shall process and defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the Library arising out of or incident to the execution of, performance of, or failure to perform this contract; PROVIDED, however, that if such claims are caused by or the result from the concurrent negligence of the contractor, its agents, employees, an/ or officers and the Library, its agents, employees, and/ or officers, this paragraph shall be valid and enforceable only to the extent of negligence of the contractor, its agents, employees, and/ or officers; and PROVIDED/FURTHER that nothing in this paragraph shall require the contractor to indemnify, hold harmless, or defend the Library, its agents, employees, and/ or other officers from any claims caused by or resulting from the sole negligence of the Library, its agents, employees, and/ or officers. The contractor's obligation under this paragraph shall include indemnification for made by the contractor's own employees or agents. For this purpose, the contractor, by mutual negotiation, hereby waives, with respect to the Library only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Chapter 51 of the RCW. In the event the Library incurs any judgment, award, and or cost arising there from including attorney's fees to enforce the provisions of this paragraph, and such fees, expenses, and costs shall be recoverable from the contractor.
- e) **PUBLIC RECORDS ACT/CONFIDENTIALITY:** Notwithstanding any other provision herein, Consultant recognizes that Library is a public agency subject the state Public Records Act, RCW 42.56. Upon receipt of a public record request for any material which is the subject of this agreement, Library will promptly notify Consultant of the request and Consultant will promptly elect whether it will at its own expense commence court action to protect the material from disclosure. If Consultant does elect to seek such protection, Consultant will fully defend and indemnify Library from any liability, including attorney fees and statutory penalties, which may arise under the Public Records Act in connection with the request.

- f) **TERMINATION FOR CONVENIENCE:** The Pierce County Library System for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the contractor. After receipt of a Notice of Termination, and except as directed by the contract administrator, the contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The contractor shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the Notice. The contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the contractor has any property in its possession belong to the Library, the contractor will account for the same and dispose of it in the manner the Library directs.
- g) **TERMINATION FOR DEFAULT:** In addition to termination for convenience, if the contractor does not deliver supplies in accordance with the delivery schedule, or if the contract is for services and the contractor fails to perform in the manner called for in the contract, the Library may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the contractor setting forth the manner in which the contractor is in default and the effective date of termination; provided that the contractor shall have ten (10) calendar days to cure the default. The contractor will be only paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the Library caused by default. The termination of this contract shall in no way relieve the contractor from any of its obligations under this contract not limit the rights and remedies of the Library hereunder in any manner.
- h) **TERMINATION FOR NON-APPROPRIATION:** This contract is cancelable at the end of the fiscal period for non-appropriation of funds by the Pierce County Library System Board of Trustees. Such cancellation shall be upon thirty (30) days written notice to the contractor. The Library's fiscal period ends December 31 of each year. If the contract is terminated as provided in this subsection: The Library will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and the contractor shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination. Funding under this contract beyond the current appropriation is conditional upon the appropriation by the Pierce County Library System Board of Trustees of sufficient funds to support the activities described in the contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.
- i) **CONTRACT TIME AND SCHEDULE:** Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion with the Contract Time, and achieve Final Completion with a reasonable period thereafter. Unless otherwise provided, Contractor shall, within 14 days after issuance of Notice of Award, 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.
- j) **DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION:** Liquidated Damages –

- a. Reason for Liquidated Damages: Timely performance and completion of the Work is essential to the Library and time limits stated in Contract Documents are of the essence. The Library will incur serious and substantial damages if Substantial Completion of the Work does not occur with the contract time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
 - b. Calculations 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 Library because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Library would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Library, and may be retained by the Library and deducted from the periodic payments to the Contractor.
 - c. 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.
- k) **RETAINAGE:** All laws related to retainage shall apply. RCW 60.28.11 requires public entities to retain a portion of payments on a maintenance contract. This contract requires retainage in the amount of 5.00% of all payments. The Contractor may choose to have it:
1. Retained in fund managed by the Library; or
 2. Deposited by the Library into an interest bearing account in a bank, mutual saving bank, or savings and loan association. Interest on moneys reserved by the Library under the provision of this contract shall be paid to the Contractor; or
 3. Placed in escrow with the bank or trust company by the Library. When the money reserved is placed in escrow, the Library shall issue a check representing the sum of the moneys reserved payable to the bank or trust company and the Contractor jointly. This check shall be converted into bonds and securities shall be held in escrow. Interest on the bonds and securities shall be paid to the Contractor as the interest accrues.

In lieu of retainage, the Contractor may submit a retainage bond. If elected, retainage bond must be submitted within 30 days of contract signing; any retainage withheld shall then be paid immediately to Contractor.

- l) **INSURANCE:** The awarded bidders shall furnish to the Library at time of award copies of all applicable liability insurance and applicable documentation as specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
General Liability Insurance	\$1,000,000 each occurrence \$2,000,000 aggregate

Automotive Liability Insurance	\$1,000,000
Umbrella/Excess Liability Insurance	\$5,000,000

All insurance policies shall be endorsed with the following declaration, "Pierce County Library System, its officials and employees are covered as additional insured."

- m) **PAYMENT:** The Contractor will submit an invoice quarterly for each property. The Library will make payments upon delivery and acceptance of the services by the Library and upon receipt of an acceptable invoice.

- n) **WARRANTY OF WORK:** Contractor warranty of Work – In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents. Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.

PART 4: STATEMENT OF PIERCE COUNTY LIBRARY SYSTEM RESPONSIBILITIES

The Contractor must provide a comprehensive statement identifying the exact tasks, and other needs that are the responsibility of the Library as a part of this project. This includes cost, coordination, and labor required to complete all work associated with the project as defined in this RFB.

PART 5: SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

- a) **SPECIFICATIONS AND DRAWINGS ARE THE BASIS OF THE WORK:** The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- b) **PARTS OF THE CONTRACT DOCUMENTS ARE COMPLEMENTARY:** The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- c) **CONTRACTOR TO REPORT DISCREPANCIES IN CONTRACT DOCUMENTS:** Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Library. If during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work effected thereby, report such conflict, error, inconsistency, or omission to A/E in writing.
- d) **PROJECT RECORD:** Contractor to maintain Project Record Drawings and Specifications. Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal, and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals (COP). This separate set of Drawings and Specifications shall be the "Project Record". Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance. Upon review and acceptance from A/E, Library shall receive copy for files.
- e) **PERMITS, FEES, AND NOTICES:** Contractor to obtain and pay for permits. Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to the Library.

PART 6: PERFORMANCE

The period of performance of this contract is 30 days from initial mobilization. Contractor shall retain the responsibility for the traffic operations. The Contractor shall cooperate with the Owner so that traffic flow is least impeded by the execution of the work under this Contract. In the event of conflict, the Construction Manager shall be the sole judge of the adequacy of the Contractor's protective measures to assure the flow of traffic. The Contractor understands the special requirements of maintaining the facilities in full operation concurrent with the construction activity, and shall provide continuous and safe access by the Owner to all areas of the site not specifically designated for work by the Contractor under each phase. There may be work by Others on site and Contractor to cooperate and not impede Others' scope of work.

- a) **CONTRACTOR CONTROL AND SUPERVISION:** Contractor responsible for Means and Methods of construction. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters.
- b) **SAFETY PRECAUTIONS:** In performing this contract, the Contractor shall provide for provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions.
 - a. Temporary walls/partitions/dust protection will be required between work zone and occupied spaces.
 - b. Building's HVAC system to be carefully protected in areas of work so dust and fumes will not be carried throughout the building.
 - c. Contractors are not to enter the building through the main public door during Library operating hours. Contractor entry and access to be coordinated with Library prior to mobilization.
 - d. Safe and clearly marked access to patron means of egress to be maintained throughout construction.
 - e. Demo Staging and Site Access: Contractor will be allowed to fence off (2) areas for laydown, location to be confirmed with Library at pre-installation meeting. Area to be secured by the Contractor's means and at their own cost. The Library takes no responsibility for the security of the Contractor's assigned laydown area.
- c) **UNFORESEEN PHYSICAL CONDITIONS:** 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 Library 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.

d) **CORRECTION OF NON-CONFORMING WORK:** Contractor shall promptly correct Work found by Library 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.

e) **CHANGES:**

- a. Changes in Work, Contract Sum, and Contract Time by Change Order: Library 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 the Library causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made.
- b. Library may request COP from Contractor: If Library desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within 14 days of the request from Library, 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 or schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- c. 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. If the cost of Contractor's performance is changed due to the fault or negligence of Library, or anyone for whose acts Library is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum. 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 Library; or the change is caused by an act of Force Majeure as defined below.

Acts of Force Majeure include but 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
7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Library was available.

PART 7: ADMINISTRATIVE REQUIREMENTS

- a) **PRECONSTRUCTION/PRE-INSTALLATION MEETING:** Design Team, Library, and Contractor will attend initial meeting to establish communication expectations, address Contractor and Library questions and concerns, schedule and sequence of work, and identify issues for resolution early in the process.
- b) **CONSTRUCTION PROGRESS SCHEDULE:** Contractor to submit baseline schedule within 14 days of issuance of Notice of Award for review and submit updated schedule with each Application for Payment
- c) **WEEKLY PROGRESS MEETINGS:** Contractor to hold weekly construction meetings to review site-specific progress with 3-week schedule and updates. Contractor to prepare agenda, meeting minutes, and progress schedule, submittal log, RFI log, Field Authorization log, and Change Order log.
- d) **SUBMITTALS FOR REVIEW:** When the following are specified in individual sections, submit for review:
 - a. Product data
 - b. Shop drawings
 - c. Samples for selection
 - d. Samples for verification

Schedule submittals to expedite the Project, and coordinate submission of related items. When revised for resubmission, identify all changes made since previous submission. Submittals to be submitted digitally and logged and tracked in Submittal Log, to be shared with project team in Weekly Progress Meetings.

Consultant's Action – Except for submittals for record, information, or similar purposes, where action and return is required or requested, the Consultant will review each submittal, mark to indicate action taken, and return promptly.

Submittals expected for review are specified in individual sections.

- e) **MODIFICATION PROCEDURES:** Changes to and clarification of the Work may be made by response to a Request for Information (RFI), Architect's Supplemental Instruction (SI), Field Authorization (FA), Change Order Proposal (COP), and Contract Change Order (CO) as issued by Library. A monetary change to the Contract is implemented by an accepted FA and by CO.
 - a. Request for Information (RFI)
 - i. Prepared by Contractor
 - ii. Transmitted to Consultant
 - iii. Response by Consultant. Allow up to 10 calendar days for response.

- iv. Acceptance by Library
 - v. Contractor must either:
 1. Proceed upon receipt of response if not Cost/Time impact; or
 2. Submit a notice of cost impact within 5 calendar days of response date. Submit substantiation of costs within 21 days or response date.
 3. By proceeding without submitting a statement of impact, the Contractor agrees that there is no impact on the Contract Cost or Time.
 4. RFIs must reference a Drawing and Detail number or Specification section.
- b. Supplemental Instruction (SI)
- i. Prepared by Consultant
 - ii. Approved by Library
 - iii. Transmitted to Contractor
 - iv. Contractor must either:
 1. Proceed upon receipt of response if no Cost/Time impact; or
 2. Submit a notice of cost impact within 5 calendar days of response date. Submit substantiation of costs within 21 days or response date. FA or COP will be prepared.
 3. By proceeding without submitting a statement of impact, the Contractor agrees that there is no impact on the Contract Cost or Time.
 - v. SI shall be numbered consecutively and emailed to appropriate parties.
- c. Field Authorization (FA)
- i. Issued in response to:
 1. An RFI with unresolved Cost/Time impacts
 2. A SI with unresolved Cost/Time impacts
 3. Absence of agreement on Proposal Request terms.
 - ii. Issued to expedite the work and avoid delays.
 - iii. Procedure:
 1. Form provided and prepared by Architect
 2. Signed by Architect, Library, and Contractor
 3. Contractor must proceed immediately
 4. Method of adjustment of Contract Sum shall be determined per General Conditions of the Contract.
 5. FA's shall be numbered consecutively
 6. Changes shall be marked on record drawings and specifications
 7. FA will have an agreed NTE price
- d. Construction Change Proposal (COP)
- i. Prepared by Consultant
 - ii. May be initiated by Contractor by submitting a written notice to Architect indicating justification and anticipated cost impact
 - iii. Delivered to Contractor
 - iv. Contractor must provide cost data and submit substantiation
 - v. Consultant makes recommendation

- vi. Library accepts or rejects
 - 1. Library issues Notice to Proceed and prepares Change Order; or
 - 2. Library requests additional cost data; or
 - 3. FA is issued
 - vii. COPs shall be numbered consecutively
 - viii. Changes shall be marked on record drawings and specifications
- e. Construction Change Order (CO)
- i. Prepared by Library
 - ii. May include several COPs and FAs
 - iii. COs shall be numbered consecutively
 - iv. Changes shall be marked on record drawings and specifications
- f. Notice of Non-Compliance (NCC)
- i. Issued by Consultant in response to observation of work that is not in compliance with contract documents.
 - ii. Contractor shall correct deficiency promptly upon receipt of notice.
 - iii. Notice will be considered closed following Consultant's verification that remedial work is in compliance with contract documents.
 - iv. In no case shall subsequent work be attached to, built on or built over the deficient work, until such time that correction of the deficient work has been verified.
- f) CLOSEOUT REQUIREMENTS:** Contractor shall submit a written Notice of Substantial Completion certifying that all work has been inspected, and that work is complete in accordance with the Contract Documents and ready for A/E Punch List Inspection. Contractor to submit all outstanding FA and COP for review, Draft Operations and Maintenance Manual to Architect for review, Draft Warranties and Bonds to Consultant for review, and Record Documents. Upon Punch List Inspection, Contractor to correct items of work listed prior to Final Inspection. Closeout submittals to include Record Documents: drawings, specifications, addenda, change orders, modifications, shop drawings, product data, samples, manufacturer's instructions for assembly, installation and adjustments, testing and inspection log and reports, permits, and progress photos. Submit two paper copies and one electronic copy of each document prior to final invoice.

PART 8: PAYMENT SCHEDULE

- The Contractor will submit Schedule of Values on Owner-provided Application for Payment Form A-19 within 14 days after date established as the Notice to Proceed or 7 days prior to first Application for Payment, whichever is first. Approved Schedule of Values shall be used by the Library as the basis for progress payments.
- The Contractor will submit an invoice quarterly on Form A-19 (see sample), to be filled out electronically, signed and certified by authorized officer of company, reviewed by Architect.
- The Library will make payments upon delivery and acceptance of the services by the Library and upon receipt of an acceptable invoice.
- Invoicing for all work must be done quarterly and invoices must indicate separate charges for labor and materials, and material charges must be itemized. The Contractor may only invoice for parts that have been furnished and installed; parts on order shall not be billed prior to installation. All invoices shall reference the relevant work order number for the authorized work. Statement of intent to pay prevailing wage rates and signed statement of compliance must be submitted to the Finance Department upon request. No invoices will be processed for payment without the above referenced documentation.
- The Contractor must take payments by credit card.
- The Library is required by law to withhold retainage from payment. For more information, please see retainage in Part 3.