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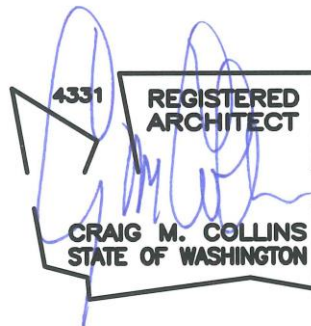
PROJECT MANUAL

Project:

LONGVIEW SCHOOL DISTRICT MARK MORRIS HIGH SCHOOL LOCKER ROOMS RENOVATION

PROJECT NO. 2021-29

May 3rd, 2022



950 12TH AVE., SUITE 200, LONGVIEW, WA 98632
PHONE (360) 425 0000

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**LONGVIEW SCHOOL DISTRICT
MARK MORRIS HIGH SCHOOL
LOCKER ROOMS RENOVATION
2021-29**

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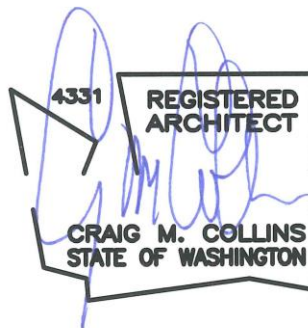
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Project Title: Longview School District
Mark Morris High School Locker Rooms Renovation

Date: May 3rd, 2022

Client Agency: Longview School District No. 122

Architect: Collins Architectural Group, p.s.
950 12th Avenue, Suite 200
Longview, WA 98632
(360) 425-0000
Contact: Craig Collins
e-mail: craigc@collinsarchgroup.com



LONGVIEW SCHOOL DISTRICT NO. 122

ALL THOSE PROVIDING BIDS – PLEASE READ THIS NOTICE

The Longview School District occasionally experiences problems with contractors who, after being awarded a bid, indicated they have made an error or have some other difficulty and do not intend to honor their bid. For this reason we want all contractors to be fully aware of the district's position with regard to the bidding process and the honoring of bids submitted.

State of Washington statutes require the Longview School District to go through a prescribed bidding process on all purchases over defined dollar limits. The district takes the bidding process seriously and its intent is to solicit bids that are accurate and that each contractor intends to honor. bidding contractor you are expected to submit bids that are accurate, complete, and contain all terms and conditions which you feel are necessary. If you find changes to your bid are necessary after you have submitted it to the district, the following guidelines will control.

- I. Bids may be changed in any way or withdrawn any time up to the time and date of bid submittal.
- II. AFTER THE TIME AND DATE OF THE BID SUBMITTAL, Bids cannot be changed. If accepted, the bid is considered to be a binding contract that you as the contractor will be expected to honor.
- III. A recap of the bids will be sent to all bidders after official acceptance by the School Board.

ADVERTISEMENT FOR BID

Bids will be accepted for the following project:

PROJECT NO.: 2021-29

TITLE: Longview School District
Mark Morris High School Locker Rooms
Renovation

AGENCY: Longview School District No. 122

ESTIMATED BASE QUOTE COST RANGE: \$800,000 to \$850,000

ABBREVIATED PROJECT DESCRIPTION: Renovate the football locker room and the main floor girls PE locker room at Mark Morris High School

**SUBMITTAL TIME/DATE/LOCATION: Prior to 2:00 P.M., Friday, June 3rd, 2022.
Bids will be accepted @
Longview School District MOTF Office
2080 38th Avenue
Longview, WA 98632**

BY: Longview School District No. 122

**PRE-PROPOSAL WALK-THROUGHS: 3:30 P.M. Thursday, May 12th, 2022 or
3:30 P.M. Friday, May 13th, 2022 Meeting at Back
Parking lot at Mark Morris High School, 1602 Mark Morris Ct. Longview, WA. 98632. (Entrance off of
Ocean Beach Highway) Attendance at the Pre-Proposal Walk-through is Mandatory for bidders.
Contractors are only required to attend one of the two mandatory walk-throughs.**

The School district will make the plans available for contractors to view online without charge at:

<https://www.longviewschools.com/departments/business-services/bids-proposals>

Please direct questions regarding this project to the office of the Consultant, Collins Architectural Group, P.S., 950 12th Avenue, Suite 200, Longview, WA 98632-2508, telephone (360) 425-0000.

No contractor may withdraw his bid after the hour and date set for the submittal thereof, or thereafter, before award of the Contract, unless award is delayed for a period exceeding thirty (30) days from the proposal submittal date.

The Owner reserves the right to accept or reject any or all proposals and to waive informalities.

INSTRUCTIONS TO BIDDERS

1.01 DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.
- B. “**Addenda**” are written or graphic instruments issued by the Architect or the Longview School District prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections. The contents of Addenda are issued in no particular order and therefore should be carefully and completely reviewed. Addenda relating to administrative matters, such as, for example, the date or time of meetings or Bid receipt, may be issued in writing by fax, mail or other delivery.
- C. An “**Alternate Bid**” (or “**Alternate**”) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- D. “**Award**” means the formal decision by the Longview School District notifying a Bidder with the lowest Responsive Bid of the Longview School District’s acceptance of the Bid and intent to enter into a contract with the Bidder.
- E. The “**Award Requirements**” include the following statutory requirements as a condition precedent to Award. The lowest Responsive Bidder shall:
- (1) have a certificate of registration in compliance with RCW 18.27;
 - (2) have a current state unified business identifier number;
 - (3) if applicable, have industrial insurance coverage for the Bidder’s employees working in Washington as required in Title 51 RCW;
 - (4) have an employment security department number as required in Title 50 RCW;
 - (5) have a state excise tax registration number as required in Title 82 RCW;
 - (6) not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations); and
 - (7) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under RCW 49.04 for the one-year period immediately preceding the date of the Bid solicitation.
- F. The “**Base Bid**” is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

- G. A **"Bid"** is a complete and properly signed proposal to do the Work or designated portion thereof, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.
- H. A **"Bidder"** is a person or entity who submits a Bid for a prime contract with the Longview School District for the Work described in the proposed Contract Documents.
- I. The **"Bidding Documents"** include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid form, any other sample bidding and contract forms, the Bid Bond, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids.
- J. The **"Contract Documents"** proposed for the Work consist of the Agreement Between Owner and Contractor, the General Conditions of the Contract (as well as any Supplemental, Special or other Conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.
- K. To be considered **"Responsible"** or meet **"Responsibility"** requirements, a Bidder must meet the following supplemental criteria applicable to this Project to the satisfaction of the Architect and the Longview School District:
- (1) The ability, capacity, and skill to perform the Contract;
 - (2) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 - (3) Whether the Bidder can perform the Contract within the time specified;
 - (4) The previous and existing compliance by the Bidder with laws relating to the Contract;
 - (5) The quality of performance of previous contracts, including demonstration of successful completion of similar projects in the last three (3) years;
 - (6) The designated Project Manager shall have a minimum of three (3) years of successful experience in project management and scheduling of projects of similar scope and complexity;
 - (7) The designated Superintendent shall have a minimum of five (5) years of successful supervision of projects of similar scope and complexity;
 - (8) Any other qualifications required by the Contract Documents or Bidding Documents; and
 - (9) Such other information as may be secured having a bearing on the decision to award the contract.
- L. A **"Sub-bidder"** is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.
- M. A **"Unit Price"** is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services as described in the Bidding Documents or in the proposed Contract Documents. The Longview School District reserves the right to reject at any time, without impairing the balance of the proposal, any or all such predetermined unit prices.

1.02 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

- A. BIDDING DOCUMENTS. The Bidder has read and understands the Bidding Documents, and its Bid is made in accordance with them.
- B. POSSIBLE SELF-PERFORMED WORK REQUIREMENT. The Bidder will perform *with its own forces* at least that percentage (if any) of the Work required by the Bidding Documents or the Contract Documents.
- C. PRE-BID MEETING. The Bidder has attended the pre-bid meeting(s) required by the Bidding Documents. The Project site is available for inspection for prospective bidders at a mandatory pre-bid site meeting and walk-through, as indicated in the Advertisement for Bids, and existing conditions should be examined. NOTE: THE INDIVIDUAL REPRESENTING THE GENERAL CONTRACTOR AT THE MANDATORY PRE-BID MEETING SHALL BE AN OFFICER OR OWNER OF THE COMPANY AND HAVE THE OFFICIAL CAPACITY TO BE A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY.
- D. BASIS. Its Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, without exception.
- E. EXAMINATION. The Bidder has carefully examined and understands the Bidding Documents, the Contract Documents (including, without limitation, any liquidated damages and insurance provisions), and the Project site, including any existing buildings, it has familiarized itself with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the proposed Contract Documents and it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents. The Bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power and utilities; availability and condition of roads; climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Bidder fully to acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents.
- F. PROJECT MANUAL. The Bidder has checked its copies of the Project Manual with the Table of Contents bound therein to ensure the Project Manual is complete.
- G. SEPARATE WORK. The Bidder has examined and coordinated all Drawings, Contract Documents, and Specifications for any other contracts to be awarded separately from, but in connection with, the Work being bid upon, so that the Bidder is fully informed as to conditions affecting the Work under the contract being bid upon.
- H. LICENSE REQUIREMENTS. Bidders and their proposed Subcontractors shall be registered and shall hold such licenses as may be required by the laws of Washington, including RCW 18.27, for the performance of the Work specified in the Contract Documents.

- I. NO EXCEPTIONS. Bids must be based upon the materials, systems and equipment described and required by the Bidding Documents, without exception.

1.03 BIDDING DOCUMENTS

A. COPIES

1. **Deposit.** Bidders may obtain complete sets of the Bidding Documents from the issuing office and other locations designated in the Advertisement or Invitation to Bid in the number and for the deposit amount, if any, stated. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten (10) days after receipt of Bids. The cost of replacement of any missing or damaged documents will be deducted from the deposit. A Bidder awarded a Contract may retain the Bidding Documents, and its deposit will be refunded.
2. **Sub-bidders.** Bidding Documents will not be issued directly to Sub-bidders or others unless specifically offered in the Advertisement or Invitation to Bid.
3. **Complete sets.** Bidders shall use complete sets of Bidding Documents in preparing Bids and are solely responsible for utilizing established plan holder identification processes to obtain updated bid information; neither the Longview School District nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete and/or superseded sets of Bidding Documents. Printed copies of plans take precedence over any on-line images.
4. **Conditions.** The Longview School District and/or the Architect make copies of the Bidding Documents available on the above terms only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use.
5. **Legible Documents.** To the extent any drawings, specifications, or other Bidding documents are not legible, it is the Bidder's responsibility to notify the Longview School District and to obtain legible documents from the plan center.

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. **Format.** The Contract Documents may be divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in or phases of the Project.
2. **Notify Owner and Architect.** Bidders and Sub-bidders shall promptly notify the Longview School District and the Architect in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents or of the site and local conditions. All Bidders and Sub-bidders shall thoroughly familiarize themselves with specified products and installation procedures and submit to the Longview School District and the Architect any objections (in writing) no later than seven (7) calendar days prior to the Bid Date. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.
3. **Written request.** Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven (7) calendar days prior to the date for receipt of Bids.

4. **Addenda.** Any interpretation, correction or change of the Bidding Documents will be made by written Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
5. **Singular references.** Reference in the singular to an article, device, or piece of equipment shall include as many of such articles, devices, or pieces as are indicated in the Contract Documents or as are required to complete the installation.
6. **Utilities and runs.** The Bidder should assume that the exact locations of any underground or hidden utilities, underground fuel tanks, and any plumbing and electrical runs may be somewhat different from any location indicated in the surveys or Contract Documents.
7. **Division of Contract Documents.** The Contract Documents may be divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in of phases of the Project.

C. SUBSTITUTIONS

1. **Standard.** The materials, products, procedures and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality that must be met by any proposed substitution.
2. **Substitution procedure.** No substitution will be considered prior to receipt of Bids unless the Architect receives a written request for approval on the Longview School District's Substitution Request form for the Project, with all data requested on the form completed, at least seven (7) days prior to the date for receipt of Bids. Each such request shall be submitted with a Request for Substitution form identical to or equivalent in content to the form found in the Project Manual, and shall include the name of the material or equipment proposed to be replaced and a complete description of the proposed substitute, including drawings, cuts, performance and test data, warranty information, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The proposer has the burden to prove the merit of the proposed substitute; by proposing the substitution, the Bidder represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified, that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that the Contract Time will not be increased, and that it will coordinate the installation of the substitute if accepted and make all associated changes in the Work. The Architect's decision to approve or disapprove a proposed substitution shall be final. Written requests for approval shall constitute a guarantee by the Bidder that the articles or materials are in all respects, including warranty and installation, equal or superior to those specified, unless otherwise noted. To the extent the proposed substitution will require additional services by the Architect or its consultants after Bid award, the Bidder, if successful, will be required to pay the Architect or its consultants for these services at their customary hourly rates.
3. **Addendum.** If the Architect approves a proposed substitution prior to receipt of Bids, the approval will be set forth in a written Addendum. Bidders shall not rely upon approvals made in any other manner. Substitution request forms returned by the Architect are a courtesy only, and Bidders/Sub-bidders shall rely solely on substitution approvals listed in an Addenda.

4. **Post-Bid substitutions.** After the Contract has been executed, the Longview School District and the Architect may consider a written request for the substitution of material or products in place of those specified in the Contract Documents only under exceptional circumstances as specified therein.

D. **ADDENDA**

1. **Written.** All Addenda will be written. They will be mailed, emailed, faxed, delivered, and/or posted electronically with notice to those the Architect knows to have received a complete set of Bidding Documents.
2. **Copies.** Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. **Verification and acknowledgment of receipt.** Prior to bidding, each Bidder shall ascertain that it has received all Addenda issued. Each Bidder shall acknowledge its receipt of all Addenda in its Bid.

1.04 **BIDDING PROCEDURE**

A. **FORM AND STYLE OF BIDS**

1. **Form.** Bids (including any required attachments) shall be submitted on forms identical to the form included with the Bidding Documents. No oral, email, or telephonic responses or modifications will be considered to be Bids.
2. **Entries on the Bid form.** All blanks on the Bid form shall be filled in by typewriter or manually in ink.
3. **Words and figures.** Where so indicated by the makeup of the Bid form, sums shall be expressed in both words and figures; in case of discrepancy between the two, *the amount written in figures shall govern and the words shall be used to determine any ambiguities in the figures.* Portions of the Bid form may require the addition of component bids to a total or the identification of component amounts within a total. In case of discrepancy between component amounts listed and their sum(s), the component amounts listed shall govern.
4. **Initial changes.** Any interlineation, alteration or erasure must be initialed by an authorized representative of the Bidder.
5. **Alternates and Unit Prices.** All requested Alternates and unit prices should be bid. The Longview School District reserves the right, but is not obligated, to reject any Bid on which all requested Alternates or unit prices are not bid. If no change in the Base Bid is required for an Alternate, enter "*No Change.*" If there is no entry, it will be presumed that the Bidder has made no offer to accomplish this Alternate. If it is not otherwise clear from the Bid or nature of the Alternate, it will be presumed that the amount listed for an Alternate is an add rather than a deduct.
6. **No conditions.** The Bidder shall make no conditions or stipulations on the Bid form nor qualify its Bid in any other manner.
7. **Identity of Bidder.** The Bidder shall include in the specified location on the Bid form the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation (including the state of incorporation), or another described form of legal entity. The Bid shall be signed by the person or persons legally

authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder, and provide other information requested.

8. **Bid amounts do not include sales tax.** The Bid shall include in the sum stated all taxes imposed by law, EXCEPT STATE AND LOCAL SALES TAX ON THE CONTRACT SUM.
9. **Bid breakdown.** The Bid form may contain, for the Longview School District's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.

B. POTENTIAL LISTING OF SUBCONTRACTORS

1. **Procedure.** On certain projects of the Longview School District, the Bid form includes a requirement that certain Subcontractors be listed, and the list must be submitted to the Longview School District. In these circumstances, the Bidder must name the Subcontractor with whom the Bidder, if awarded the Contract, will subcontract *directly* (i.e., not lower-tier Subcontractors) for performance of the work of:

- (a) HVAC (heating, ventilation and air conditioning),
- (b) plumbing as described in RCW 18.106,
- (c) electrical work as described in RCW 19.28, and
- (d) any other categories of Work listed on the Subcontractor listing form.

SELF-PERFORMANCE: If the Bidder intends to self-perform any of these categories of Work, it must name itself for each such category of Work.

IF NO SUBCONTRACTORS: If there is no work to be performed by a HVAC, plumbing, electrical, or other subcontractor category identified on the Bid form, the Bidder should insert "None" or "N/A" on the Bid form. If a category is left blank, that shall indicate that the Bidder believes that there is no work to be performed by that trade.

MULTIPLE ENTRIES: The Bidder shall not list more than one (1) entity for a particular category of Work identified, unless a Subcontractor varies with an Alternate Bid, in which case the Bidder shall identify the Subcontractor to be used for the Alternate and the affected portion of the Work and otherwise make its Bid clear as to which subcontractor shall be utilized depending upon the selection of alternates.

MULTIPLE SUBMITTAL TIMES. In the event the Bidding Documents call for a second submittal time for receipt of alternate bids, and no additional Subcontractors are listed with such alternate bids, the Longview School District will consider that there is no change in the Subcontractors from those listed with the base Bid.

2. **Failure to Submit.** In accordance with RCW 39.30.060, failure of a Bidder to submit as part of the Bid the names of such proposed heating, ventilation and air conditioning, plumbing, and electrical Subcontractors or to name itself to perform such Work or the naming of two or more Subcontractors to perform the same Work shall render the Bidder's Bid nonresponsive and, therefore, void.
3. **Requirement to Subcontract.** The Bidder, if awarded the Contract, will subcontract with the listed Subcontractor for performance of the portion of the Work designated on the Form

of Proposal, subject to the provisions of the Contract for Construction and RCW 39.30.060. The Bidder shall not substitute a listed Subcontractor in furtherance of bid shopping or bid peddling.

4. **Replacement.** If a listed Subcontractor is unable to comply with any bondability, qualification, or other requirements of the Contract or Bidding Documents (including without limitation a finding of Subcontractor non-Responsibility), the Longview School District may require the Bidder to replace the Subcontractor with a Subcontractor acceptable to the Longview School District at no change in the Contract Sum or Contract Time.
5. **Subcontractor Standards.** Subcontractors shall meet contractual and technical qualifications standards, and provide specialized certification, licensing, and/or payment and performance bonding where specified.

C. **BID SECURITY**

1. **Purpose and procedure.** Each Bid shall be accompanied by a bid security payable to the Longview School District in the form required in the Bidding Documents and equal to five percent (5%) of the Base Bid. The bid security constitutes a pledge that the Bidder will enter into the Contract with the Longview School District in the form provided, in a timely manner, and on the terms stated in its Bid and will furnish in a timely manner the payment and performance bonds, certificates of insurance, Contractor's Construction Schedule, and all other documents required in the Contract Documents. Should the Bidder fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the bid security shall be forfeited to the Longview School District as liquidated damages, not as a penalty. By submitting its Bid and bid security, the Bidder agrees that any forfeiture is a reasonable prediction at the time of Bid submittal of future damages to the Longview School District.
2. **Form.** The bid security shall be in the form of a certified or bank cashier's check payable to the Longview School District or a bid bond executed by a bonding company acceptable to the Longview School District and licensed in the State of Washington on the form included with the Bidding Documents or on an acceptable and equivalent form. The Attorney-in-Fact who executes the bond on behalf of the surety shall be licensed to do business in the State of Washington and shall affix to the bond a certified and current copy of his/her Power of Attorney.
3. **Retaining Bid Security.** The Longview School District will have the right to retain the Bid Security of Bidders to whom an award is being considered until the earliest of either (a) the Contract has been executed, and payment and performance bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
4. **Return of Bid Security.** Within forty-five (45) days after the Bid Date, the Longview School District will release or return Bid securities to Bidders whose Bids are not to be further considered in awarding the Contract. Bid securities of the three apparent low Bidders will be held until the Contract has been finally executed, after which all unforfeited Bid securities will be returned.

D. **SUBMISSION OF BIDS**

1. **Procedure.** The Bid, the Bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party specified in the Advertisement or Invitation to Bidders and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated

portion of the Work for which the Bid is submitted. If the Bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "*SEALED BID ENCLOSED*" on the face thereof.

2. **Deposit.** Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids may be returned unopened at the discretion of the Longview School District.
3. **Responsibility.** The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.
4. **Form.** Oral, fax, telephonic, email, electronic, or telegraphic Bids are invalid and will not be considered.

E. MODIFICATION OR WITHDRAWAL OF BID

1. **After receipt time.** A Bid may not be modified, withdrawn or canceled by the Bidder during a forty-five (45) day period following the time and date designated for the receipt of Bids, and each Bidder so agrees by virtue of submitting its Bid.
2. **Before receipt time.** Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn only by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram or fax; if by telegram or fax, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. The notice shall be worded so as not to reveal the amount of the original Bid. E-Mail notice will not be considered. It shall be the Bidder's sole responsibility to verify that the notice has been received by the Longview School District in time to be withdrawn before the Bid opening.
3. **Resubmittal.** Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
4. **Bid security with resubmission.** Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

F. NOTICE

1. Notice or a request from a Bidder under these Instructions to Bidders must be in writing over the signature of the Bidder and delivered in person or by mail, express delivery, telegram or fax. If the notice is by telegram or fax, written confirmation over the signature of the Bidder must be mailed and postmarked on or before the date and time set for the notice.

1.05 CONSIDERATION OF BIDS

- A. **OPENING OF BIDS:** Unless stated otherwise in the Advertisement or Invitation to Bid or any Addendum, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Base Bids and Alternate Bids, if any, will be made available to Bidders and other interested parties.

- B. **REJECTION OF BIDS:** The Longview School District shall have the right but not the obligation to reject any or all Bids for any reason or for no reason, to reject a Bid not accompanied by required Bid security or by other material or data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

C. **ACCEPTANCE OF BID (AWARD)**

1. **Owner.** The Longview School District intends (but is not bound) to award a Contract to the lowest Responsible and Responsive Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Longview School District has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid which, in its judgment, is in its own best interests.
2. **Alternates.** The Longview School District shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Contract Documents or Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates (if any) accepted. The Longview School District retains the right to accept Alternate Bid items at the price bid within 45 days after the Agreement is executed.
3. **Requirements for Award.** Before the Award, the lowest Responsive Bidder shall meet the Award Requirements.

D. **BID PROTEST PROCEDURES**

1. **Procedure.** A Bidder protesting for any reason the Bidding Documents, a bidding procedure, the Longview School District's objection to the Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the award of the Contract or any other aspect arising from or relating in any way to the bidding shall cause a written protest to be filed with the Longview School District within two (2) business days of the event giving rise to the protest and, in any event, no later than two (2) business days after the date upon which Bids are opened. (Intermediate Saturdays, Sundays, and legal holidays are not counted.) The written protest shall include the name of the protesting Bidder, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest shall be delivered to:

Patti Bowen
Executive Director of Business Services
Longview School District
2715 Lilac Street
Longview, WA 98632

2. **Consideration.** Upon receipt of the written protest, the Longview School District will consider the protest. The Longview School District may, within three (3) business days of the Longview School District's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Longview School District, the Superintendent of the Longview School District or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Longview School District's receipt of the protest. (If more than one (1) protest is filed, the Longview School District's decision will be provided within six (6) business days of the Longview School District's receipt of the last protest.) If no reply is received from the Longview School District during the six (6) business-day period, the protest shall be deemed rejected.

3. **Waiver.** Failure to comply with these protest procedures will render a protest waived.
4. **Condition precedent.** Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

1.06 POST BID INFORMATION

A. INFORMATION FROM APPARENT LOW BIDDER

1. **Submittal.** Within twenty-four (24) hours of the Architect's request, the apparent low Bidder and any other Bidders so requested shall submit to the Architect and Longview School District:
 - (a) submit additional information regarding the use of their own forces and the use of subcontractors and suppliers;
 - (b) a properly executed Contractor's Qualification Statement on the form provided (unless otherwise required to be submitted at the time of the Bid);
 - (c) a letter or form from the Bidder's insurance company stating that the insurance required by the Contract Documents will become effective upon execution of the Contract;
 - (d) a letter or form from the Bidder's surety stating that the bond(s) required by the Contract Documents will become effective upon execution of the Contract;
 - (e) if requested by the Longview School District, a detailed breakdown of the Bid in a form acceptable to the Longview School District;
 - (f) the names of the persons or entities (including a designation of the Work to be performed with the Contractor's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work;
 - (g) the proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work; and
 - (h) a State Board of Education Form D-9, if requested.

Failure to provide any of the above information in a timely manner may constitute an event of breach permitting forfeiture of the Bid security.

2. **Responsibility.** The Bidder will be required to establish to the satisfaction of the Architect and the Longview School District the reliability and Responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents as well as qualifications set forth in the Sections of the Project Manual pertaining to such proposed Subcontractor's respective trades. The Responsibility of the Bidder may be judged in part by the Responsibility of these proposed entities. The following will be considered:
 - The ability, capacity, and skill to perform the contract;
 - The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 - Whether the Bidder can perform the contract within the time specified;
 - The quality of performance of previous contracts;

- The previous and existing compliance by the Bidder with laws relating to the contract; and
- Such other information as may be secured having a bearing on the decision to award the contract.

CONSIDERATION. In considering a Bidder's Responsibility, a Bidder shall be deemed to be unqualified to perform the Contract if, after review and verification of the representations included upon the Contractor's Qualification Statement submitted by the Bidder, conditions such as, but not limited to, the following appear:

- (a) The Bidder does not have sufficient prior experience (or an acceptable substitute thereof, as described below) with projects of a similar nature in technical, managerial, and financial requirements to that in the present Contract being bid. In addition to such established contractors, a newly established contractor may be considered qualified if it has shown on the Contractor's Qualification Statement that it is staffed with sufficient technical, managerial, and financial personnel with prior experience in the nature of construction for which the Bids are invited.
- (b) The Bidder does not have sufficient capability to undertake the obligations of the Contract. A determination will be made when the Longview School District's review of the probable cash flow needs of the Bidder for this Project (including payroll, cost of material and supplies, equipment rental costs, and any other direct or incidental costs of the Contract), concludes that the Bidder does not have sufficient financial resources to enable it to satisfy its financial obligations under the Contract.
- (c) The Bidder has submitted unrealistic unit prices as determined by other Bidders' unit prices for this Project.
- (d) The Bidder does not have sufficient staff, equipment, or plant available to perform the Contract. The Longview School District's determination in this matter will be based upon that represented by Bidder in the Contractor's Qualification Statement.
- (e) The Bidder has a history of unsatisfactory performance of contracts of this or similar nature, regardless of whether such contracts existed between the Longview School District and the Bidder, or other parties and the Contractor.
 - A determination of this nature will be made if the Longview School District, after review of the Bidder previous work experience, determines that the Bidder's unsatisfactory performance has resulted predominantly from the Bidder's failure rather than a failure to perform by another party. The School District will give the Contractor an opportunity to explain such nonperformance's before any final determination is reached.
 - A determination of failure to perform will be made if the Longview School District is satisfied after review of the Bidder's prior experience, that the Bidder has repeatedly failed to satisfy its obligations under past contracts and the School District cannot safely assume satisfactory performance of the Contract by the Bidder.
 - In reaching its determination, the Longview School District may consider statements of other parties to the prior unperformed contracts, as well as the representations of the Bidder on its Contractor's Qualification Statement.

3. **Subcontractors.** The Responsibility of the Bidder may be judged in part by the Responsibility of its Subcontractors. Bidders must verify Responsibility criteria for each first-tier Subcontractor. A Subcontractor of any tier that hires other Subcontractors must verify Responsibility criteria for each of its lower-tier Subcontractors. Verification shall include that each Subcontractor, at the time of subcontract execution, is Responsible and

possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87, and can obtain any payment and performance bonds required of the Bidding or Contract Documents.

4. **Request to Modify Criteria.** No later than ten (10) days prior to the Bid Date, a potential Bidder may request in writing that the Longview School District modify the Responsibility criteria listed in clause (2) above or elsewhere in the Contract Documents or the Bidding Documents. The Longview School District will evaluate the information submitted by the potential Bidder and respond before the Bid Date. If the evaluation results in a change of the criteria, the Longview School District will issue an Addendum identifying the new criteria.
 5. **Objection.** Prior to the Award of the Contract, the Architect will notify the Bidder in writing if either the Longview School District or the Architect, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder, and the Longview School District will provide the reasons for the determination. The Bidder may appeal the determination within two (2) business days of its receipt of the objection by presenting additional information to the Longview School District, and the Longview School District will consider the additional information before issuing its final determination. The Bidder may, after the Longview School District's objection or determination, and at Bidder's option, (1) withdraw the Bid, (2) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by the substitution, or (3) appeal by filing a protest in accordance with paragraph 5(D). In the event of withdrawal, Bid security will not be forfeited.
 6. **Change.** Persons and entities proposed by the Bidder and to whom the Longview School District or the Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Longview School District and the Architect.
 7. **Right to Terminate.** The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. Should it appear that the Bidder has made a material misrepresentation on its Contractor's Qualification Statement, the Longview School District shall have the right to terminate the Contract for Contractor's breach, and the School District may then pursue such remedies as exist elsewhere under this Contract, or as otherwise are provided at law or equity.
- B. **INFORMATION FROM OTHER BIDDERS:** All other Bidders designated by the Architect as under consideration for award of a Contract shall also provide a properly executed Contractor's Qualification Statement, if so requested by the Longview School District.
- C. **BIDDING MISTAKES:** The Longview School District will not be obligated to consider notice of claimed bidding mistakes received more than three (3) business days after the Bid opening. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from bidding on the Project if a subsequent call for Bids is made for the Project.

1.07 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. **BOND REQUIREMENTS:** Within seven (7) days after the issuance of the Longview School District's notice of intent to award the Contract, and prior to the date of execution of the Contract, the Bidder shall furnish evidence satisfactory to the Longview School District of its ability to obtain statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract

and the payment of all obligations arising thereunder in the form and amount prescribed in the Contract Documents. The cost of such bond shall be included in the Base Bid.

- B. **SUBCONTRACTOR BONDS.** The Longview School District reserves the right to require certain Subcontractors to furnish performance and labor and material payment bonds in form as set forth herein and as set forth under the Bidding Documents or Contract Documents. The School District shall not, however, be responsible for any costs for any Subcontractor bonds unless the Longview School District, prior to the execution of the Owner-Contractor Agreement, requires the Bidder, in writing, to furnish such bonds from designated Subcontractors. Should any bonds be furnished by subcontract bidders, or be required by any Bidder to be furnished by any subcontract bidder or Subcontractor, without the written request of the Longview School District prior to the execution of the Owner-Contractor Agreement, the costs for any such bonds shall be at the expense of the Bidder and shall not be added to the Contract Sum.
- C. **TIME OF DELIVERY AND FORM OF BONDS.** The Bidder shall deliver the bonds and other documents required by the Contract Documents to the Longview School District pursuant to the Contract Documents and in no event any later than seven (7) days after the date of execution of the Contract and prior to commencing operations at the site. The bonds shall be written in the form approved by the Longview School District for public work, as required by RCW 39.08. The bonds shall be written by a surety firm licensed to do business in the State of Washington, with an A.M. Best rating of at least A-/VIII. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her Power of Attorney.

1.08 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. **FORM TO BE USED:** The Agreement for the Work will be written on the form(s) contained in the Bidding Documents, including any General, Supplemental or Special Conditions, and the other Contract Documents included with the Project Manual. In the event no form is enclosed, an AIA Document A101-2007, "Standard Form of Agreement Between Owner and Contractor, where the basis of payment is a Stipulated Sum," along with the General Conditions (AIA Document A201-2007), as both are revised, modified and supplemented by the Longview School District, will be used.
- B. **CONFLICTS:** In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.

1.09 CONTRACT DOCUMENTS

This paragraph contains descriptions of some but not all of the provisions of the Contract Documents.

- A. **RETAINAGE:** The Contract Documents specify the statutory retainage requirements of RCW 60.28 for this Project.
- B. **CONTRACT TIME:** The Contract Documents specify the Contract Time. Timely completion of this Project is essential to the Longview School District.
- C. **PREVAILING WAGES:** The Contract Documents contain requirements regarding the payment of prevailing wages pursuant to RCW 39.12.
- D. **WRITTEN CLAIMS AND NOTICE:** The Contract Documents contain a number of provisions that require the Contractor to provide notice of Claims and to make and support Claims, in

writing, within a specified time in order to maintain the Claim. The School District is under no obligation to consider Claims that fail, in any respect, to meet these requirements.

- E. **CHANGES IN CONTRACT SUM:** The Contract Documents contain provisions specifying requirements for and pricing of changes in the Contract Sum.
- F. **DISPUTE RESOLUTION:** The Contract Documents contain provisions replacing the arbitration provisions of the form General Conditions with an alternative dispute resolution procedure which, among other things, requires non-binding mediation of all disputes.
- G. **CONTRACTOR REGISTRATION:** Pursuant to RCW 39.06, the Bidder shall be registered or licensed as required by the laws of the State of Washington, including but not limited to, RCW 18.27.
- H. **COMMISSIONING OF OPERATIONAL SYSTEMS:** Certain systems may be designated in the Contract Documents as "Selected" or "Critical" or "Operational" Systems. If so, after the Contractor notifies the Longview School District as specified prior to the Date of Substantial Completion that the Systems are up and running and ready for normal operation, the Longview School District will schedule a pre-commissioning inspection of these Systems.
- I. **TAXES.** The Contractor shall include in its Bid and pay for all applicable taxes except State Sales Tax and Local Sales Tax, which shall be excluded in the preparation of its Bid. Such State and Local Sales Taxes shall be added to the Contract Sum, paid by the Longview School District to the Contractor, and then paid by the Contractor over the course of the Project. Refer to general, supplementary or other conditions regarding further information.
- J. **OTHER PROVISIONS:** The above paragraphs contain descriptions of some but not all of the provisions of the Contract Documents. Bidders should review in detail the Contract Documents themselves and not rely upon the above paragraphs in this article as complete or inclusive.

1.10 POSSIBLE TRENCH EXCAVATION SAFETY PROVISIONS

- A. To ensure that the Bidder agrees to comply with relevant trenching safety requirements of RCW 39.04.180 and RCW 49.17, the Base Bid must include the cost of any required trench safety provisions. The Bidder shall enter in the blank provided on the Bid form the dollar amount the Bidder has included in its Base Bid for any trench safety provisions for trenching that will exceed a depth of four feet. If trench excavation safety provisions do not pertain to the Project, the Bidder should enter "N.A." or "Not Applicable" in the blank on the Bid form.

END OF SECTION

PROPOSAL: Longview School District
Mark Morris High School Locker Rooms Renovation
Project No. 2021-29

TO: Longview School District No. 122
2080 38th Avenue
Longview, WA 98632

FROM: _____

DATE: Friday, June 3rd, 2022
TIME: 2:00 p.m.
PLACE: Longview School District MOTF Office
2080 38th Avenue
Longview, WA 98632

The undersigned contractor declares that he has carefully examined the drawings and specifications, that he has made an examination of the site of the proposed work and has made such investigations necessary to determine the character of material and the conditions to be encountered. The undersigned hereby proposes to furnish all material and labor and perform all work to complete the **Mark Morris High School Locker Rooms Renovation** project in accordance with the drawings and specifications provided by the firm Collins Architectural Group, PS., Longview, WA 98632, and to be bound by the following documents:

Instructions to Bidders
Proposal Form
General Conditions of the Contract for Construction
Prevailing Wage Rates
Specifications
Drawings

SCOPE OF WORK:

The project includes the following items of work and those items of work indicated on the drawings:

- **Renovation of the football locker room and the girls PE locker rooms at Mark Morris High School. The project is divided into separate bids for the districts budgeting purposes. Base bid B is separate in order to define the project scope that is to be funded by public grants.**

The undersigned contractor hereby proposes to furnish all material and complete the work as shown on the drawings and specifications for the sum of:

BASE BID A: Mark Morris High School Locker Rooms Renovation (All scope of work excluding work included in Alternate #1 and Base Bid B)

Perform work identified in the documents. (Washington State Prevailing Wages apply)

_____ Dollars (\$_____)
(Does not include State and Local Sales Tax)

ALTERNATE BID NO. 1: Shower and Toilet areas of both locker rooms (All scope within the shower and toilet areas excluding the floor and coved base)

Perform work identified in the documents. (Washington State Prevailing Wages apply)

_____ Dollars (\$_____)
(Does not include State and Local Sales Tax)

BASE BID B: Mark Morris High School Locker Rooms Floor Replacement (New liquid floor finish system throughout entire locker rooms including integral covered base)

Perform work identified in the documents. (Both Washington State Prevailing Wages and Davis Bacon Wage Rates apply)

_____ Dollars (\$_____)
(Does not include State and Local Sales Tax)

ACCEPTANCE OF BIDS:

The Owner reserves the right to reject any or all bids and waive all informalities and to accept only such bids as may be in the Owner's best interests. The separation of project costs into base bid and alternate bids is for owner's accounting purposes. It is the intent to award all alternate bids.

TIME:

The undersigned contractor agrees that it will substantially complete the project by August 25th, 2022 or as extended by change order due to supply chain issues not under the control of the contractor. The undersigned contractor agrees to hold this proposal open for twenty (20) days following the opening of bids and to execute the Agreement within five (5) days of the Notice of Intent to Award Contract

Time is of the essence of the contract. Delay in substantial completion will cause the Owner additional general expenses in ways including but not limited to: delay or interruption of the ability to use the facility as required for school functions, and the costs of employees devoting attention to the project.

For each day after the substantial completion date that the Contractor has not achieved substantial completion, the Contractor shall pay as general liquidated damages the sum of Two Hundred Dollars (\$250.00).

The Contractor, by submitting his bid, represents that he has reviewed the above-referenced costs and damages and agrees with The Longview School District that the above stated liquidated sums are reasonable estimates of both the direct costs and damages to The Longview School District which would be incurred in the event of a failure by the Contractor to achieve substantial completion on or before the date provided in the contract documents for substantial completion.

PERFORMANCE AND PAYMENT BOND

The Contractor will be required to submit a Performance and Payment bond for the project in an amount equal to the contract amount prior to execution of the Owner-Contractor agreement.

LABOR RATES:

The State of Washington prevailing wage rates and Federal Davis Bacon Wage Rates are both applicable for this public works project located in Cowlitz County. Bidders are responsible to verify and use the most recent prevailing wage rates. The "Effective Date" for this project is the Bid Form due date above. The applicable state of Washington prevailing wage rates may be found on the Department of Labor & Industries website located at: <https://secure.lni.wa.gov/wagelookup/>. Federal Davis Bacon Wage Rates may be found at: <https://wdol.gov/dba.aspx>. The contractor shall pay the higher of the State of Washington prevailing wage rates or the Davis Bacon Wage Rates as applicable for each trade.

CORRECTION PERIOD:

The undersigned contractor understands and agrees that he shall be held responsible for a period of (12) twelve months after the Date of Substantial Completion, guaranteeing to replace at its own expense any defective work due to poor material or poor workmanship. This right shall be in addition to any other right the Owner may have.

The Owner reserves the right to reject any or all bids and waive all informalities and to accept only such bids as may be in the Owner's best interests.

The contractor states below whether it is doing business as an individual, a co-partnership, or as a corporation. If a co-partnership, all partners are named and the person signing on behalf of the co-partnership states his position with the co-partnership. If a corporation, the contractor gives the state of incorporation, whether it is licensed to do business in the State of Washington, and the position of the person signing on behalf of the corporation.

The undersigned contractor hereby represents that his bid is made without connection with any person, firm or corporation making a bid on the same material, and is in all respects fair and without collusion or fraud.

FIRM_____

BUSINESS AS _____

STATE OF INCORPORATION_____

WASHINGTON CONTRACTOR LICENSE NO. _____

PARTNERS_____

BY _____

Signature and Title

ADDRESS_____

ZIP CODE_____

TELEPHONE_____

DATE:_____

I have received Addenda Nos. _____

END OF SECTION

Project Name: _____

The undersigned attests, under penalty of perjury, that the bidder has no final and binding citation or notice of assessment from Labor & Industries for:

- Minimum wage requirements and labor standards (RCW 49.46)
- Wages – payment – collection (RCW 49.48)
- And, only for contracts awarded between Sept. 1, 2010, and Dec. 31, 2013, not been found in violation of requirements to submit of information to L & I about certain "off-site, prefabricated, nonstandard, project specific items" (RCW 39.04.370)

Authorized Signature

Printed Name

Title

Date

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

For the following PROJECT:

(Name and location or address)

Mark Morris High School Locker Rooms Renovation
1602 Mark Morris CT, Longview, WA 98632

THE OWNER:

(Name, legal status and address)

Longview School District
2715 Lilac St
Longview, WA 98632

THE ARCHITECT:

(Name, legal status and address)

Collins Architectural Group P.S.
950 12th AVE Suite #200, Longview, WA 98632

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User Notes:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. In the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed in the following priority, with an Addendum or revision to a Contract Document having precedence over the original document and later Addenda having precedence over earlier:

- .1 Agreement (revised A101-2017) (written amendments having precedence)
- .2 Any Supplementary Conditions
- .3 These revised General Conditions (A201-2017)
- .4 Any Special Conditions
- .5 Specifications
- .6 Drawings (large-scale having precedence over small-scale, and written or computed dimensions having precedence over scaled dimensions)
- .7 Material and systems schedules

In the event that Work is shown on Drawings but not contained in Specifications, the Work as shown shall be provided at no change in the Contract sum or Contract Time, according to specifications to be issued by the Architect that are consistent with and reasonably inferable from the Work shown on the Drawings.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor (although the Owner does not waive any third-party beneficiary rights it may otherwise have as to Subcontractors of any tier), (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction, services and administrative procedures required by the Contract Documents, whether completed or partially completed and whether new construction or modification of existing structures, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. Where the Work requires construction that modifies or interfaces with existing structures, the Contractor shall ensure that the Work is compatible and interfaces with the as-built conditions of the existing structures.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, the Project Manual, studies, surveys, models, sketches, drawings, specifications, and other similar materials through which the Work to be executed by the Contractor is described.

§ 1.1.8 Project Manual

Project Manual is a volume or volumes usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract, Specifications, and other related materials such as construction details and schedules.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade, nor shall it remove the obligation to complete all the Work when coordination between the specifications and the drawing or coordination between subcontracts is required.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 If there is any inconsistency in the Contract Drawings, or between the Contract Drawings and the Specifications, unless otherwise ordered in writing by the Architect or the Owner, the Contractor shall provide the better quality of, or the greater quantity of work or materials as reasonably interpreted by the Architect or the Owner.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in this document, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Reference in the singular to an article, device, item or piece of equipment shall include the larger of the number of such articles indicated in the Contract Documents or the number required to complete the installation.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall, subject to any right of the Owner, be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will, subject

to any right of the Owner, retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work under the Contract Documents and with respect to the project. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. All copies of the Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Contractor may retain one record set. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the School District Board of Directors or the Owner's authorized representative. The "Owner" does not include teachers, district administrators, the school principal, staff, custodians, maintenance or safety workers, or others at the school. **WAIVERS OF PROVISIONS OF THIS CONTRACT CAN ONLY BE MADE IN WRITING AND BY THE OWNER'S BOARD OF DIRECTORS.** No other person is authorized to grant such waivers on behalf of the Owner. No officer, agent, representative, or employee of the Owner shall be personally responsible for any liability arising under this agreement.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 The Contractor may only request evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract if the Owner fails to make payments of undisputed amounts to the Contractor as the Contract Documents require if the Contractor identifies in writing a reasonable concern regarding

the Owner's ability to make payment when due and the Owner agrees. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary environmental approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Contractor is responsible to secure and pay for licenses and all other permits, subject to Section 3.7.1.

§ 2.2.3 The Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor should assume that the locations of any underground or hidden utilities, underground tanks, plumbing or electrical runs indicated in the surveys or Contract Documents are shown in approximate locations, but the Contractor is responsible for making all utility location checks. The Contractor is responsible for performing all utilities investigation and location work to determine the precise locations thereof. The Contractor shall not damage or interrupt utilities or utilities services of any kind. The Contractor shall bear the risk of loss arising out of it Work which directly or indirectly damages or interrupts any utilities or utilities services, or causes or contributes to damages of any nature, except in the case where the loss resulted because the utility location information provided by Owner or Utility Provider was inaccurate.

§ 2.2.4 The Owner, upon written request, shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such reasonable information or service.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly or materially fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order signed personally or by an agent specifically so empowered by the Owner to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of itself or the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue to make reasonable progress toward the correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. The right of the Owner to correct the Work pursuant to this Section 2.4 shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of itself or others. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, bonded, and insured in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents and submittals accepted pursuant to Section 3.12. The Contractor shall comply with any requirements of the Office of the Superintendent of Public Instruction.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor shall be and operate as an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf of the Owner or to act as or be an agent or employee of the Owner.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. By executing this Contract, the Contractor represents and acknowledges that the Contract Sum is reasonable compensation for all the Work, that it is performing with its own forces any percentage of Work specified in the Contract Documents or the Bidding Documents (not including general conditions Work), that the Contract Time is adequate for the performance of the Work, and that it has carefully examined the Contract Documents and the Project site, including any existing structures and access thereto, and any drawings of the existing conditions available from the Owner, and that it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface conditions and other foreseeable matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting; transportation, access, local regulations, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power, utilities, drainage; availability and condition of roads; normal climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Contractor to fully acquaint itself with any such condition or matter shall not in any way relieve the Contractor from the responsibility for performing the Work in accordance with the Contract Documents and with the Contract Time and the Contract Sum.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Drawings, Specifications, and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.3, shall take field measurements of and verify any existing conditions, including all general reference points and any interfering existing conditions, related to that portion of the Work, and shall observe any conditions at the site affecting it and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing such activities. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and the Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner or Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. The Contractor shall comply with all applicable Federal, State, County and City laws, ordinances and regulations, including, but not limited to, the latest applicable versions of:

1. International Building Code as adopted by the State of Washington;

2. Uniform Plumbing Code;
3. Uniform Mechanical Code;
4. International Fire Code;
5. National Electrical Code;
6. Washington State Energy Code;
7. Washington State Rules and Regulations for Barrier-Free Design;
8. Americans with Disabilities Act (ADA);
9. Federal and State Safety Codes as adapted and/or modified by State and Local Ordinances;
10. Washington Sustainable Schools Protocol (WSSP) to the extent that this Project receives any State of Washington funds; and
11. Any applicable Municipal Code.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of any design errors or omissions or inconsistencies noted by the Contractor, or clarifications or instructions issued by the Owner or the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make any Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Owner and the Architect. If the Contractor performs any construction activity it knows or reasonably should have known involves an error, inconsistency or omission in the Contract Documents or reports referenced therein without such notice to the Owner and the Architect, the Contractor shall be responsible for such performance and shall bear the attributable costs for correction.

§ 3.2.5 Any investigations of hidden or subsurface conditions have been made for design purposes. The results of these investigations may be bound into the Project Manual or otherwise available for the convenience of the Bidders and the Sub-bidders but are not a part of the Contract Documents unless specifically so indicated. While the Contractor may reasonably rely upon such investigation results, there is no guarantee, express or implied, that the conditions indicated are representative of those existing throughout the site or that unforeseen developments may not occur. The Contractor is solely responsible for reasonably interpreting the information and extrapolating beyond the testing location, including each individual boring, test pit or other location.

§ 3.2.6 The Contractor shall do no Work without applicable Drawings, Specifications, or written modifications or, where required, Shop Drawings, Product Data, or Samples, unless instructed to do so in writing by the Architect and the Owner.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, assembly details and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall review any specific instructions concerning construction means, methods, techniques, assembly details, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof, and shall advise the Owner and Architect (a) if the specified instruction or procedure deviates from what the Contractor considers to be good construction practice or jeopardizes jobsite safety, (b) if following the instruction or procedure will negatively affect any warranties, or (c) if the Contractor objects to the instruction or procedure. The Contractor shall propose alternative instructions or procedures acceptable to the Contractor, for which no increase in the Contract Sum or Time will be made. The Contractor shall not proceed with such alternative instruction or procedure without the written acceptance of the Owner and the Architect and the Contractor shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's principals, agents, employees, Subcontractors of any tier and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors of any tier.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work. Under no condition shall a section of Work proceed prior to preparatory work having been completed, cured, dried and otherwise made satisfactory to receive the related work. Responsibility for timely installation of all materials and equipment rests solely with the Contractor, who shall maintain coordination control at all times. The Contractor shall require its Subcontractors of any tier to be familiar with all aspects of the Contract Documents related to their Work. The Contractor shall ensure that the responsible Subcontractor has carefully examined all preparatory work that has been executed to receive its work and has notified the Contractor (who shall notify the Owner and Architect in writing) of any defects or imperfections in preparatory work that will, in any way, affect satisfactory completion of the Work. The lack of such notification or the failure of the Contractor to inspect such portions of the Work shall constitute an acceptance or preparatory work and a waiver of any later claim of defect therein.

§ 3.3.4 The Contractor shall perform such detailed examination, inspection and quality surveillance of the Work as will ensure that the Work is progressing and is being completed in strict accordance with the Contract Documents, including the then current issue of the Drawings, Specifications, and accepted shop drawings. The Contractor shall be responsible for examination, inspection and quality surveillance of all Work performed by any Subcontractor of any tier. The Contractor shall determine when it is necessary to perform, and shall perform, tests (in addition to those requested by the Owner or required by the Specifications or any other provision of the Contract Documents) to verify its inspections or to ensure that the Work is being completed in strict accordance with the Contract Documents. Any inspections performed by or on behalf of the Owner shall not be deemed an approval of the Work.

§ 3.3.5 The Contractor shall plan and lay out all Work in advance of installation so as to coordinate all Work without delay or revision. The Contractor shall establish and maintain existing lot lines, restrictions, existing survey markers of any kind, and benchmarks. The Contractor shall establish and maintain all other lines, levels and benchmarks necessary for the execution of the Work and take necessary steps to prevent their dislocation or destruction. The Contractor shall employ a professional land surveyor registered in the State of Washington to initially lay out and be responsible for the accuracy of the Work. The Contractor shall provide an as-built surveyed site plan noting all site improvements, including but not limited to building the corners, storm, sewer, drains, grade and invert elevations.

§ 3.3.6 The Contractor's superintendent shall provide a Daily Report to the Owner for each work day during the Contract Time, whether or not any Work is performed, and for each non-work day in which Work is performed on the site. The Daily Report shall be completed on a form approved by the Owner and Architect, and submitted to the Owner and the Architect on the work day following the day covered in the Report. Some of the required report forms are included in the Specifications.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall install temporary meters to quantify the Contractor's required reimbursement for utilities.

§ 3.4.2 After the Contract has been executed, the Owner and the Architect may consider a written request for the substitution of material or products in place of those specified in the Contract Documents only as described in the Specifications and following the procedures of the Contract Documents. The written request must include the specifications for the material or product and any proposed change in the Contract Sum or Contract Time. The Contractor may make substitutions only with the explicit written consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By requesting a substitution, the Contractor represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified (or it not equal or better in all respects, the Contractor shall identify such deficiencies), that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that it waives any other known or unknown Claim for an increase in the Contract Sum or Contract Time, that it has coordinated with affected Subcontractors and will not impact other parts of the Work, and that it will coordinate the installation of the substitute if accepted and make all associated changes in the Work.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work, including observance of drug testing and all smoking, tobacco, alcohol, parking, safety, weapons, background checks, sexual harassment, and other rules governing the conduct of personnel at the Owner's property and the Project site. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall ensure that all persons performing the Work comply with the Owner's tobacco-free policy, and will not and do not engage in inappropriate conduct or inappropriate contact with students or staff. Neither the Contractor nor any of its Subcontractors of any tier shall utilize any employee at the site or permit any contact between children at a public school and any employee who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. The Contractor shall remove from the Work and Work site any employee or other person who has engaged in such actions or who the Owner reasonably considers objectionable without change in the Contract Sum or Contract Time. Without limiting the generality of the foregoing, the Contractor shall ensure by appropriate provisions in each subcontract agreement that the Contractor may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has engaged in such action. At no change to the Contract Sum or Contract Time, the Contractor shall remove from the Work and Work site any employee or other person pursuant to this Section 3.4.3. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

§ 3.4.4 Prevailing Wages.

§ 3.4.4.1 Pursuant to RCW 39.12, "Prevailing Wages on Public Works, "no worker, laborer, or mechanic employed in the performance of any part of the Work shall be paid less the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this contract will be performed is attached to the executed contract and made a part of the Contract Documents by reference as though fully set forth herein; if not attached, then the applicable prevailing wages are determined as of the Bid Date for the county in which the Project is located and are available at <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. A copy is available for viewing at the Owner's office and hard copy will be mailed upon request. To the extent that there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, or if no schedule is attached, the applicable published rates shall apply with no increase in the Contract Sum. It is the Contractor's responsibility to ensure that the correct prevailing wage rates are paid. The Contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. Questions relating to prevailing wage data should be addressed to the Industrial Statistician upon request

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| Mailing: | Department of Labor and Industries Prevailing Wage Office PO Box 44540 Olympia, WA 98504 |
| Telephone: | (360) 902-5335 |
| Facsimile: | (360) 902-5300 |

§ 3.4.4.2 Pursuant of RCW 39-12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries of the state, and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

§ 3.4.4.3 The Contractor shall defend, indemnify and hold the Owner harmless, including attorneys' fees, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") and Chapter 51 RCW ("industrial Insurance"), including without limitation RCW 51.12.050.

§ 3.4.5 The Contractor shall comply with all applicable provisions of RCW 49.28 ("Hours of Labor").

§ 3.4.6 Pursuant to RCW 49.7, “Worker and Community Right to Know Act,” and WAC 296-307-560 et seq., the Contractor shall provide the Owner copies of and have available at the Project Site a workplace survey or material safety data sheets for all “hazardous” chemicals under the control or use of Contractor or any Subcontractor of any tier at the Project Site. The Contractor shall not be entitled to an increase in the Contract Time or Contract Sum arising from its failure or alleged failure to comply with this statute or regulation.

§ 3.4.7 Certified Asbestos-Free and Lead-Free Products: All products and materials incorporated into the Project as part of the Work shall be certified as “asbestos-free” and “lead-free” by United States standards. At the completion of the Project the Contractor shall submit Certifications of Asbestos-Free and of Lead-Free Materials certifying that all materials and products incorporated into the Work meet the requirements of this section.

§ 3.4.8 The Contractor shall be responsible for labor peace on the Project and shall at all times use its best efforts and exercise its best judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonable possible and practical under the circumstances, and shall at all times maintain Project-wide labor harmony.

§ 3.4.9 Materials shall conform to the manufacturer’s standards in effect at the date of execution of the Contract Documents and shall be installed in strict accordance with the manufacturer’s instructions, specifications and directions. The Contractor shall, if required in writing by the Owner or Architect, furnish satisfactory evidence regarding the kind and quality of any materials identifying thereon the source, and warranting their quality and compliance with the Contract Documents.

§ 3.5 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or explicitly permit otherwise. The Contractor further warrants that the Work will be performed in a skillful and workmanlike manner, will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse by the Owner, alterations to the Work not executed or supervised by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor is not relieved of its general warranty obligations by the specification of a particular product or procedure in the Contract Documents. Warranties in the Contract Documents shall survive completion, acceptance and final payment. The Contractor shall collect, assign, and deliver to the Owner any specific written warranties given by others. Warranty language shall comply with the Contract Documents and shall be submitted to the Owner and Architect at least thirty (30) days prior to ordering the warranted material or equipment.

§ 3.6 Taxes

The Contractor shall pay all taxes including but not limited to sales, consumer, use, B & O, income and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect. The only taxes excluded from the Contract Sum and separately reimbursable are state and local sales taxes on the Contract Sum.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner will secure and pay for only the permits and governmental fees listed in the Special Conditions as its responsibility, and the Contractor shall secure and pay for all other permits, fees, and licenses necessary for the execution of the Work, including without limitation all utility connection fees, Subcontractor permits and fees including plan check fees for deferred submittals, the application fees and review fees for any and all shop drawings or bidder designed systems, any inspection fees not covered by the initial building permit fee, including reinspection fees, Department of Labor and Industries fees, renewals and penalties, miscellaneous, ancillary and governmental fees, as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are legally required at the time bids are received or negotiations concluded, other than those that the Specifications explicitly indicate the Owner is providing. The Contractor will pay for all license fees, renewals and penalties.

§ 3.7.2 The 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. The Contractor shall coordinate and schedule all Work with permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority necessary for completion of the Work. The Contractor shall keep the Owner informed of communications from these authorities and utilities. The Owner will assist the Contractor with such coordination and scheduling, but the Owner is not responsible for any delays caused by such permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority. The Contractor shall be responsible for providing all information, documents, and fees to the permitting agencies, utility companies, and other such agencies determined to have jurisdictional authority within 30 days after issuance of the Notice to Proceed as necessary to obtain and coordinate permits, utility and other such connections. The Contractor shall obtain all permit renewals during the course of the Work at the Contractor's expense. The Contractor will be responsible for providing information and fees to the Department of Labor and Industries.

§ 3.7.3 If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in any soils report made available by Owner to the Contractor or in the Contract Documents or (2) unknown physical conditions of an unusual nature that 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, the Contractor shall promptly provide written notice to the Owner and the Architect before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both, consistent with the requirements of the Contract Documents. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing. Any Claim of the Contractor arising from the Architect's determination or recommendation shall be made in accordance with the dispute resolution procedure in Article 15. No increase to the Contract Sum or the Contract Time shall be allowed if the Contractor knew or reasonably should have known of the concealed conditions prior to its executing the Contract.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall immediately notify the Owner and Architect by telephone call and also in writing. Upon receipt of such written notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations that may affect the human remains, burial markers, archaeological sites or wetlands until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time, if any, arising from the existence of such remains or features shall be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has made reasonable and timely written objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, except sales tax, less applicable trade discounts;

- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual, reasonable costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2, except where the allowance is based upon a unit price specified in the Agreement.

Allowances are defined in the Contract Documents due to the uncertainty in the scope, price and quantity of the Allowance items at the time the Contract was executed. Whenever actual costs are more or less than the allowance, the Contract Sum will be adjusted accordingly by Change Order. The Contractor must provide the Owner with written notice of its intent to exceed an allowance amount, with estimates and justification (providing the Owner with the opportunity to approve or reject the excess costs) before exceeding an allowance amount.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent, experienced project manager, project engineer, superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 The Contractor shall use an experienced superintendent, who shall be an employee of the Contractor and shall remain on the Project site whenever Subcontractors of any tier are present and not less than eight hours per day, five days per week, unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, termination of the Contract in accordance with the Contract Documents or unless Final Completion is attained. The project manager and project engineer shall also be employees of the Contractor. The superintendent shall not be employed on any other project during the course of the Work. The Contractor shall also have available for work on site experienced, skilled employees, such as carpenters, laborers, erection specialists, etc., to perform work as needed.

§ 3.9.3 The Contractor, within ten (10) days after being awarded the award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent, project manager, and project engineer. The Owner or Architect may reply within a reasonable time to the Contractor stating (1) whether the Owner or Architect has reasonable objection to the proposed superintendent, project manager, or project engineer or (2) that the Architect or Owner requires additional time to review. Failure of the Owner or Architect to reply within a reasonable time shall constitute notice of no reasonable objection. Within ten (10) days after issuance of the Notice to Proceed, the Contractor shall also furnish to the Architect and Owner:

- .1 A chain-of-command organizational chart which includes all supervisory personnel, including the project manager, the project engineer and the superintendent, assistant superintendent and lead foreman, that the Contractor intends to use on the Work. The Chart shall specify any limits of authority for each person, including any limitation on his or her ability to speak for and bind the Contractor, as well as any limits on decision-making authority with respect to specific dollar values, contract time, and issues affecting quality of the Work.
- .2 Complete resumes, including all past and current projects, for the project manager, the project engineer, and the superintendent. The Owner intends to review the resumes and verify references, and it reserves the right to reject personnel reasonably believed to be unsuitable or incompatible for the Project. The Contractor shall replace any rejected personnel with an agreeable replacement at no increase in the Contract Sum or Contract Time.
- .3 A list of telephone numbers for all key personnel of the Contractor and its principal subcontractors for purposes of contacting personnel after hours in the event of an emergency. The list shall be periodically updated as necessary to ensure the Owner has the most current information.

§ 3.9.4 The Contractor shall not employ a proposed superintendent, project manager, or project engineer to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent, project manager, or project engineer without the Owner's consent.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly and within ten (10) days after issuance of the Notice to Proceed, shall prepare and submit for the Owner's and Architect's information a preliminary Contractor's construction schedule for the Work consistent with the requirements of the Contract Documents. Prior to submitting its first Application for Payment, the Contractor, after consultation with its Subcontractors, shall submit two (2) hard color copies and an electronic copy of the Contractor's construction schedule consistent with the requirements of the Contract Documents. The Owner may withhold up to ten percent of any progress payment until a satisfactory schedule is submitted. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at least monthly and as required by the conditions of the Work and Project, be related to the entire Project, and shall provide for expeditious and practicable execution of the Work. The Contractor shall allocate in the schedule of values a separate line item in the amount of at least one-half of one percent (.5%) of the Contract Sum for scheduling, which shall cover both the initial schedule and all monthly updates. The Contractor shall request payment for this line item with each Payment Application, based upon the percentage completion of the Project. For any month that the Contractor fails to submit an updated schedule, the Contractor shall not be entitled to any payment for scheduling for that month, and the percentage of the scheduling line item represented by that month's percentage of completion of the Work shall be permanently deducted from the Contract Sum by Change Order.

§ 3.10.1.1 Contractor shall promptly notify the Owner and the Architect in writing of any proposed changes in the Project Schedule of the Contract Time or of any event which could delay performance of any item of the Work, stating the cause of the delay, expected duration of the delay, the anticipated effect of the delay on the Project Schedule and the action being taken to correct the delay. Notification of potential delay does not constitute a change in the Contract Time; only a Change Order signed by the Owner can amend the Contract Time. The Contractor shall comply with Article 15 with regard to any delays that it believes are the responsibility of the Owner or are otherwise the subject of a Claim for additional Contract Time.

§ 3.10.1.2 If any Project Schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Dates of Substantial Completion established in the Contract Documents (as the same may be extended as provided in the Contract Documents), the Contractor shall submit to the Architect and the Owner for their review and approval a narrative description of the means and methods which the Contractor proposes to use to expedite the progress of the Work to ensure timely completion of the various phases of the Work and the Work as a whole. Regardless of the cause of any delay, the Contractor shall exercise reasonable efforts to bring the Project back into compliance with the Project Schedule.

§ 3.10.1.3 To the extent that the Contractor or any subcontractor or material supplier of any tier is responsible for the delay, the Contractor shall take all necessary action to bring the Project back into compliance with the Project Schedule, including without limitation increasing the number of personnel on the Project and implementing overtime and double shifts.

§ 3.10.2 The Contractor shall prepare and keep a current submittal schedule, promptly after being awarded the Contract and update it thereafter at least monthly to maintain a current submittal schedule, shall submit the schedule(s) for the Owner and Architect's review. The Owner and Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect and Owner reasonable time to review submittals in accordance with the Specifications and submittal procedures. The Contractor should expect a response time of at least fourteen (14) days for the Architect's review and at least twenty-one (21) days for review by the Architect's consultants. Complex, inter-related or multiple submittals will often take longer. Neither the Owner nor the Architect can guarantee response times from governmental authorities, such as permitting agencies or review of any required deferred submittals. If the Contractor fails to submit an acceptable submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect and shall promptly notify the Owner of any substantial deviations from those schedules.

§ 3.10.4 The Contractor shall attend and participate in and ensure applicable Subcontractors of any tier attend and participate in:

- .1 A preconstruction meeting;
- .2 Regular weekly on-site Project status meetings scheduled by the Owner or by the Architect to review progress of the Work, to discuss the Contractor's progress reports, to obtain necessary Owner's or Architect's approvals, and generally to keep the Owner and Architect informed and involved in the progress of the Project; and
- .3 Other meetings scheduled from time to time by the Owner or by the Architect to review progress of the Work and other pertinent matters.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner and update at least weekly one record copy of the Drawings, Specifications, Addenda, Change Orders, Construction Change Directives and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one record copy of accepted Shop Drawings, Product Data, Samples, and similar required submittals. These shall be available to the Architect and the Owner and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The location of all existing or new hidden piping, valves, conduit, cabling and utilities, as located during the course of construction, shall be appropriately marked until the actual field location dimensions and coordinates are incorporated on the as-built drawings, and mechanical and electrical deviations and changes shall be included. The documents shall include all Architectural, Mechanical, Electrical, Structural, Landscape, and Civil as-built drawings, whether changes occur or not, using Owner-approved CAD software (AutoCad version 14.1 or newer). These documents, as well as the approved permit set of plans, shall be available to the Architect and Owner at the site and reviewed with them on a monthly basis. Upon Final Completion of the Work, the Contractor shall transfer all as-built information in a clear and legible manner as described in the Contract Documents and in compliance with all requirements of local governmental entities, shall certify in writing that these documents reflect complete and accurate "as-built" conditions and shall deliver the following in a clear, clean and legible manner and in compliance with all requirements of local governmental authorities: (i) complete, originally created by the Architect, (ii) the approved permit set of plans, and (iii) the full-size record documents, Shop Drawings, Specifications, Addenda, maintenance manuals and warranties to the Architect for submittal to the Owner in accordance with the provisions of the Contract Documents. Satisfactory maintenance of up-to-date as-built drawings on a month basis will be a requirement for approval of progress payments.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples and/or assemblies or mock-ups that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is for the Contractor to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review and approval of such submittals by the Owner or the Architect is subject to the limitations of Section 4.2.7 and shall not constitute an approval or acceptance of the Contractor's means and methods or a waiver or modification of any requirement of the Contract Documents. Informational submittals upon which the Owner or Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be (but are not required to be) returned by the Owner or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, note any deviations from the Contract Documents, approve in writing, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule accepted by the Owner and Architect or, in the absence of an accepted submittal schedule, with reasonable promptness and

frequency and in such sequence and uniform flow rate as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors, and shall notify the Owner and Architect of any expedited review required. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action, which will not constitute an Owner-caused delay to the Contractor. At the time of submission, the Contractor shall inform the Architect in writing if expedited review is requested or if there is any deviation in the Shop Drawings, Product Data, or Samples from the requirements of the Contract Documents. So far as practicable, each Shop Drawing or Product Data submittal shall bear a cross reference note referring to Drawing or detail numbers on the Drawings showing the same Work in order to facilitate checking of Shop Drawing or Product Data and their prompt return to the Contractor. Shop Drawings for interrelated Work shall be submitted at approximately the same time. Unless otherwise directed in writing, the Contractor shall submit one reproducible copy and five black line print copies to the Architect for its use and distribution. The Architect will retain the reproducible copy. The Contractor shall keep accurate records of the receipt, review and delivery of all Submittals and shall submit to the Owner reports every other week on the status of their review, identifying the location and the causes of any failure to promptly receive such submissions and suggesting responsibility.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

- .1 Each submittal shall bear a stamp or specific written indication that the Contractor has satisfied its responsibilities under the Contract Documents with respect to the review of the submission. The Contractor's superintendent must initial each submittal. Submittals that are simply passed through by the Contractor's clerical staff are not sufficient to meet these requirements.
- .2 Each submittal shall be accompanied by a completed Submittal Cover Sheet, as included in the Project Manual or provided by the Architect, which shall clearly identify applicable Specification Section and paragraph number(s), material, supplier, pertinent data such as catalog numbers and the use for which it is intended.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been reviewed and no exceptions taken by the Architect.

§ 3.12.8 The Work shall be in accordance with accepted submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval, review or acceptance of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval, review or acceptance thereof. Any corrections or modifications to Shop Drawings made by the Architect shall be deemed accepted by the Contractor, without change in the Contract Sum or Contract Time, unless the Contractor provides the Architect with written notice at least three (3) working days before commencing any Work from such Shop Drawings and complies with change procedures. The Contractor shall make all corrections requested by the Architect and, when requested by the Architect, provide a corrected Submittal without change in the Contract Sum or Contract Time.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval or acceptance of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the

Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, accept or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 Any mechanical systems shown in the Drawings are diagrammatic. (Other Drawings may also be diagrammatic.) The Contractor shall provide dimensioned Shop Drawings and details for all plumbing piping, ductwork, heating system piping, underground hot water piping, hot water boilers, and accessories to indicate complete systems. Shop Drawings shall be to ¼" = 1'-0" minimum scale in all mechanical rooms, boiler rooms, as well as where accuracy or location is necessary for coordination or installation purposes. Ductwork Shop Drawings shall include a separate drawing to not less than ¼" = 1'-0" scale showing all duct penetrations through structure (floors, roof, and walls) dimensioned, and all equipment locations, weights and pad details for all HVAC equipment. Critical dimensions of all equipment pad, and pipe or duct penetrations through structure shall be included.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, permits, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Materials and equipment on site shall be used directly in the Work and not stored on site after their use is complete. There shall be no use of existing on-site facilities (parking, toilets, etc.) without the Owner's prior approval. Portions of the site may be occupied and in use during construction. The Contractor is responsible to coordinate its Work with any such occupation or use at no increase to the Contract Sum or Contract Time and at no disruption to the occupancy or use.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to access or complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Existing structures and facilities, including but not limited to buildings, landscaping, utilities, topography, streets, curbs, and walks, that are damaged or removed due to excavations or other construction work of the Contractor, shall be patched, repaired or replaced by the Contractor to the satisfaction of the Architect, the owner of such structures and facilities, and governmental authorities having jurisdiction. In the event the governmental authorities require that the repairing and patching be done with their own labor and/or materials, the Contractor shall abide by such regulations and it shall pay for such work at no additional cost to the Owner.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area, including roads, free from accumulation of waste materials and rubbish caused by operations under the Contract. The Contractor shall furnish portable containers on site for use by all trades. At the Owner's request and, in any event, at the completion of the Work, the

Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor for any clean-up costs.

§ 3.15.3 The Contractor shall only use waste receptacles provided by the Contractor and shall appropriately dispose of any waste material off site.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect keyed with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law and subject to the following conditions, the Contractor shall defend, indemnify and hold harmless the Owner, its board members, officials, employees, consultants, students, and volunteers, Architect, Architect's consultants, and agents and employees, successors and assigns of any of them ("Indemnified Parties") from and against claims, damages, losses, and expenses, direct and indirects, or consequential, including but not limited to costs, design professional and consultant fees, and attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from acts or omissions of the Contractor, a Subcontractor of any tier, their agents and anyone directly or indirectly employed by any them, or anyone for whose acts they may be liable ("Indemnitor"). Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.1.1 The Contractor shall fully defend, indemnify, and hold harmless the Indemnified Parties for the sole negligence of the Indemnitor.

§ 3.18.1.2 To the extent of the Indemnitor's negligence, the Contractor shall defend, indemnify, and hold harmless the Indemnified Parties for the concurrent negligence of the Indemnitor.

§ 3.18.1.3 The Contractor agrees to being added by the Owner or the Architect as a party to any arbitration or litigation with third parties in which the Owner or Architect alleges indemnification or contribution from the Contractor, any of its Subcontractors of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The Contractor agrees that all of its Subcontractors of any tier shall, in their subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) of any tier. To the extent any portion of this Section 3.18 is stricken by a court or arbitrator for any reason, all remaining provisions shall retain their vitality and effect.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor of any tier under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Owner, the Architect and their respective consultants only under Title 51 RCW, "Industrial Insurance." IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE OWNER PRIOR TO THE DATE FOR THE RECEIPT OF BIDS, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture or engineering in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Architect” means the Architect or the Architect’s authorized representative and does not include any employees of the Owner.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and Architect.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative but not the Owner’s agent during construction until the date the Architect issues the final Certificate for Payment and from time to time during the one (1) year period for correction of Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. The Architect is not the agent of the Owner and is not authorized to agree on behalf of the Owner to changes in the Contract Sum or Contract Time, nor to waive provisions of the Contract Documents, nor to direct the Contractor to take actions that change the Contract Sum or Contract Time.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with and to keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Neither the Architect nor the Owner will have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor’s rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1. The presence of the Architect or the Owner at the site shall not in any manner be construed as assurance that the Work is being completed in compliance with the Contract Documents, nor as evidence that any requirement of the Contract Documents of any kind, including notice, has been met or waived. The Contractor shall reimburse the Owner for any amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Neither the Architect nor the Owner will be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Architect nor the Owner will have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. Neither the Architect nor the Owner will be responsible for defining the extent of any subcontract or dealing with disputes between the Contractor and third parties.

§ 4.2.4 Communications Facilitating Contract Administration

Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. The Contractor shall simultaneously provide the Owner with a direct copy of all written communications to the Architect, including all notices, requests, transmittals, Claims, and potential changes in the Contract Sum or Contract Time but not including Shop Drawings, Product Data or Samples. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and

with Subcontractors and material suppliers shall be through the Contractor except as provided in the Contract Documents. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's observations and evaluations of the Work and the Contractor's Applications for Payment, the Architect will make recommendations to and otherwise assist the Owner to determine the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 Both the Architect and the Owner have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner or their representatives to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and accept, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, Samples, and other submittals required by the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with reasonable promptness in accordance with the submittal schedule accepted by the Architect or, in the absence of an accepted submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, weights or gauges, fabrication processes, coordination with the work of other trades, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval or acceptance of a specific item shall not indicate approval of an assembly of which the item is a component. The Contractor shall clearly note, and the Architect shall not be required to search out for, any deviations from the Contract Documents not clearly identified by the Contractor, nor shall the Architect be required to review partial submissions of those for which submission for correlated items have not been received. Regardless of how a submittal is marked, the Contractor should not presume that the Architect has reviewed a submittal in every aspect.

§ 4.2.8 The Architect or Owner will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will make observations, make recommendations and otherwise assist the Owner to determine the date or dates of Substantial Completion and the date of Final Completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents and pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Drawings and Specifications on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2.11, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fifteen (15) days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

and initial decisions, the Architect will endeavor to secure faithful performance of the Contract by both Owner and Contractor, will not show partiality to either, and will not be liable to the Contractor for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and agreeable to the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within a reasonable time and any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to supply materials or equipment. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or supply materials or equipment. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.1.3 A Subcontractor of any tier is a Subcontractor or a Sub-subcontractor.

§ 5.1.4 The designation of terms in this article is not meant to change or alter the definitions contained in RCW 60.28, "Lien for Labor, Materials, Taxes on Public Works," RCW 39.12, "Prevailing Wages on Public Works," or other statutory definitions of a subcontractor for the purposes of such statutes.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Within ten (10) days after the Owner's request the Contractor shall furnish in writing to the Owner and the Architect the names of all persons or entities (including those who are to furnish material or equipment fabricated to a special design) proposed for each portion of the Work (i.e., at least 2% of the Contract Sum), as well as the proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work. The contractor shall organize this list of Subcontractors in the same sequence as the Index of Specification Sheets, and state the Work category followed by the name of the Subcontractor and/or fabricator (or "Contractor" where the portion of the Work is by the Contractor's own forces), including the address, telephone number, individual name of the project contact, and his or her email address. The list shall be accompanied by evidence of any qualifications required within the technical sections of the Project Manual and satisfactory to the Architect and Owner. The list shall be updated promptly as part of the payment process if additional Subcontractors of any tier are engaged. If the Agreement is executed, no progress payment will become due until this information is so furnished. No action or inaction of the Owner or Architect in response to receipt of the names of the proposed Subcontractors of any tier shall constitute approval of any Subcontractor of any tier or of its performance. The Architect may reply promptly to the Contractor in writing state (1) whether or not the Owner or Architect, after due investigation, has reasonable objection to any such proposed person or entity or (2) that the Owner or Architect requires additional time for review. "Reasonable objection" shall include without limitation lack of "responsibility" of the proposed Subcontractor, as defined in RCW 39.26.160(2), the Contract Documents, the bidding documents, or lack of qualification as required within the bidding documents or the technical sections of the Project Manual. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection. If the Owner makes a reasonable objection, the Contractor shall replace the Subcontractor with no increase to the Contract Sum or Contract Time. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work and compliance with all of the requirements of the Contract within the Contract Sum and Contract Time.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a timely and reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor qualified, “responsible” and reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting qualified names as required, and no increase in the Contract Sum or Contract Time shall be allowed for such change if the Owner reasonably concludes that (1) a proposed Subcontractor is not “responsible” as defined in RCW 39.26.160(2), the Contract Documents, the bidding documents, or the technical sections of the Project Manual, or if the proposed Subcontractor has materially failed to perform satisfactorily (such as causing a material delay) on one or more projects for the Owner within three years of the bidding date, (w) the proposed Subcontractor is not qualified as required within the technical sections of the Project Manual, or (3) the proposed Subcontractor is different from the entity listed with the Bid. Such a replacement shall not relieve the Contractor of its responsibility for the performance of the Work or compliance with all of the requirements of the Contract within the Contract Sum and Contract Time. The Contractor’s listing or use of any Subcontractor that is not “responsible” shall be sufficient cause for the Owner to declare that the Contractor is not a responsible bidder, unless the Contractor agrees to substitute a responsible Subcontract at no change to the Contract Sum or Contract Time.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution. If the Owner reasonably concludes that any portion of the Work subcontracted by the Contractor is not being prosecuted in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, remove the Subcontractor performing such work. This removal shall not relieve the Contractor of its responsibility for the performance of the Work or complying with all of the requirements of the Contract within the Contract Sum and Contract Time, nor shall the Owner be obligated to so request.

§ 5.2.5 The Contractor shall perform with its own organization and under its immediate supervision a portion of the Work not including general conditions amounting to not less than the percentage (if any) of the total Contract Sum specified in the Contract Documents or in the Bidding Documents.

§ 5.2.6 The Contractor shall verify responsibility criteria for each first-tier Subcontractor. A Subcontractor of any tier that engages other Subcontractors must verify responsibility criteria for each of its lower-tier Subcontractors. Verification shall include that each Subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in the Instructions to Bidders.

§ 5.3 Subcontractual Relations

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter in similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Contractor shall provide to the Owner copies of the written agreements between the Contractor and any Subcontractor on request. The will endeavor to keep these agreements confidential subject to its obligations under Chapter 42.56 RCW.

§ 5.3.2 The Contractor shall schedule, supervise and coordinate the operations of all Subcontractors of any tier, including any supplies of early procurement items and any Assigned Subcontractors. No subcontracting of any of the Work shall relieve the Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents for from its responsibility for the performance of any other of its obligations under the Contract Documents. The Contractor is responsible for the timely, accurate and appropriate Subcontractor coordination of the Work of lower tier Subcontractors in accordance with the overall Work, including communications, meetings, drawings, illustrations, and other necessary associated activities required for the successful coordination of all trades, schedules, materials and workmanship. The Owner shall provide to the Contractor copies of any written Owner-Supplier agreements to any early procurement contracts, to the extent that such agreements are identified in the Specifications.

§ 5.3.3 The Contractor agrees to diligently, and using its best efforts, cause each Subcontractor of any tier to correct, at that Subcontractor's own expense, all work performed by the Subcontractor of any tier that is defective in material or workmanship or otherwise fails to conform to the Contract Documents, including all necessary removal, replacement and/or repair of any other portion of the Project which may be damaged in removing, replacing or repairing any portion of the Project. If any Subcontractor of any tier defaults in its obligation promptly to correct any such deficiency, the Contractor shall be responsible for correcting the deficiency.

§ 5.3.4 The Contractor shall give, and shall cause its Subcontractors of any tier to give, all required notices and comply with all applicable health and safety laws, rules, regulations, codes and lawful orders of public authorities and of quasi-governmental authorities relating to the Work, including without limitation all OSHA and WISHA requirements, and the Contractor shall, and shall cause applicable Subcontractors of any tier to, indemnify, defend and hold harmless the Owner from and against any and all claims, liabilities, fines and attorneys' fees arising from any failure of the Contractor or a Subcontractor o any tier to have complied with any such requirements in any respect.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner, pursuant to Section 14.2 or 14.4 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, but only for events and payment obligations that arise after the date of the assignment.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than sixty (60) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 LIENS

§ 5.5.1 The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors of any tier) to the extent that the Owner has paid the Contractor for such. The Contractor shall furnish to the Owner such releases of liens and claims and other documents monthly with its payment applications to evidence such payment (and discharge). The Owner may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are furnished. The Contractor may provide other security acceptable to the Owner, such as a bond, in lieu of paying disputed liens or claims.

§ 5.5.2 The Contractor shall defend, indemnify, and hold harmless the Owner from any liens, including all expenses and Architects' and attorneys' fees, except to the extent a lien has been filed because of the failure of the Owner to make a contractually required payment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15, except that the Contractor shall have no claim for such construction or operations to the extent disclosed in the Bidding Documents or Contract Documents. The Contractor is also responsible to coordinate its Work with any other entities performing work on or adjacent to the site, such as work in the right of way and work by utility companies, and the Contractor shall incorporate such work into its project schedule.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement with the Owner. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents. If the Contractor receives items from a separate contractor or from the Owner for storage, erection or installation, the Contractor shall acknowledge receipt for items delivered, and thereafter will be held responsible for the care, storage and any necessary replacement of items received.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect and Owner apparent discrepancies or defects in such other construction that would render it unsuitable for proper execution and results. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse and indemnify the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction of the separate contractor. If such a separate contractor sues or initiates any proceeding against the Owner on account of any damages or delays alleged to have caused by the Contractor, the Owner shall notify the Contractor. The Contractor shall defend all such proceedings at its own expense, and shall defend, indemnify, and hold the Owner harmless from any damages awarded on such claims, including all attorney's fees and other costs incurred by the Owner.

§ 6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 Should the Contractor or any of its Subcontractors of any tier cause damage of any kind, including but not limited to delay, to any other contractor or subcontractor on the Project, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor or subcontractor by agreement or otherwise to resolve the dispute.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible plus a ten percent (10%) markup on such costs.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, solely by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect or Owner alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 Before effectuating a change in the Work or in the Contract Documents, the Owner may request the Contractor to propose the amount of change in the Contract Sum, if any, and the extent of change in the Contract time, if any, arising from the proposed change in the Work. The Contractor shall submit its responsive proposal as soon as possible and within fourteen (14) days, and shall in good faith specify the components and amounts by which the Contract Sum and/or Contract Time would change. Labor, materials and equipment shall be limited to and itemized in the manner described in Section 7.5 for the Contractor and major Subcontractors. If the Contractor fails to respond within this time, the Owner may withhold some or all of a progress payment otherwise due until the tardy proposal is received. If the Owner explicitly accepts the proposal in writing, the Owner and the Contractor will be immediately bound to the terms of the proposal. The change will be included promptly in a future Change Order, and the change in the Work described in the proposal shall commence expeditiously. The Owner may reject the proposal, in which case the Owner may either not effectuate the change in the Work or may order the change through a Construction Change Directive or supplemental instruction or an order for a minor change in the Work. The Owner and Architect may confer directly with Subcontractors of any tier concerning any item proposed to the Owner under this article.

§ 7.1.5 If the Contractor adds reservation of rights that has not been initialized by the Owner to any Change Order, Construction Change Directive, Change Order Proposal, Application for Payment or any other document, all amounts therein shall be considered disputed and not due or payable unless and until costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and, in all case, initialed by the Owner. If the Owner makes payment for a Change Order or an Application for payment that contains a reservation of rights not initialed by the Owner to indicate agreement with the reservation, and if the Contractor negotiated the check for such payment, then the reservation of rights shall be deemed waived, withdrawn and of no effect.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Contract Documents, including any change in the Work;

- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. The Owner's use of a Construction Change Directive does not constitute agreement that the directive constitutes a change in the Work, the Contract Sum, or the Contract Time. For any change in the Work, whether initiated by a Construction Change Directive or a Change Order Proposal, the Contractor must submit its proposed price and any proposed extension of the Contract time to the Owner with ten (10) days of the date of the Construction Change Directive or Change Order Proposal. If the Contractor fails to submit a proposed price and time within this time period, the Owner may establish what it believes to be the fair price of the changed work, and any additional Contract Time, and this price and time submitted by the Owner shall be final and binding upon the parties, as if they had signed a Change Order in this amount, without recourse to submitting any claims or litigation. Payment for any changes to the Work shall not exceed the labor and equipment indicated on the daily work logs.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods or as mutually agreed by the Owner and Contractor:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be proposed by the Owner and determined in a manner agreed upon by the parties (accompanied by the Contractor's itemized estimate of probable cost) and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed (e.g., more than fifty percent) in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices but not the contract Time or any other portion of the Contract Sum shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved. As soon as possible, and with seven (7) days of receipt, the Contractor shall advise the Architect in writing of the Contractor's agreement or disagreement with the proposed adjustment or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. The Contractor's response shall reasonably specify the reasons for its disagreement and the adjustment or other terms that it proposes. Without such timely written response, the Contractor shall conclusively be deemed to have accepted the Owner's adjustment. The Contractor's disagreement shall not relieve the Contractor of its obligation to comply promptly with any written notice issued by the Owner or the Architect. The adjustment shall then be determined by the Architect in accordance with the provisions of the Contract Documents. The ultimate adjustment shall not exceed the large amount submitted.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, or if cost is to be determined under Section 7.3.3.3, the Contractor shall provide a not-to-exceed price for the Construction change Directive Work within fourteen (14) days of receipt of the Construction Change Directive, and

the Contractor shall keep and present, itemized in the categories of Section 7.5 and in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs, including labor, equipment, material and subcontract costs. When major cost items arise from Subcontractors of any tier, these items shall also be similarly itemized. Approval may not be given without such itemization. Failure to provide data within twenty-one (21) days of the Owner's or Architect's request shall constitute waiver of any Claim for changes in the Contract Time or Contract Sum. The total cost of any change, including a Claim under Article 15, shall be limited to the reasonable value, as determined by the Owner (subject to appeal through the dispute resolution procedure of Article 15), of the items in Section 7.5. Unless otherwise agreed in writing by the Owner, the cost shall not exceed the lower of the prevailing cost for the work in the locality of the Project or the cost of the work in the current edition of R.S. Means Company, Inc., Building Construction Cost Data as adjusted to local costs and conditions. The Architect and the Owner may communicate directly with Subcontractors of any tier concerning costs of any Work included in a Construction Change Directive. If the Contractor disagrees with the method or the adjustment in the Contract Time, the adjustment or method shall be referred to the Architect for determination, and any adjustment shall be limited to the change in the actual critical path of the Contractor's Construction Schedule directly caused thereby.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be the largest of (i) the reasonable and prevailing value of the deletion or change, (ii) the line item value in the Schedule of Values, or (iii) the actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, and provided that any reservations of rights regarding the Construction Change Directive have been initialed by the Owner, amounts not in dispute for such changes in the Work may be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and will be recorded by preparation and execution of an appropriate Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect and the Owner have authority to order minor changes in the Work (sometimes called a Design Clarification) not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect such as Field Instruction or an Architect's Supplemental Instruction and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that such order causes an increase in the Contract Sum or Time, the Contractor must properly submit a notice and Claim pursuant to Article 15.

§ 7.5 PRICING COMPONENTS

§ 7.5 The total cost of any Change in the Work or of any other increase or decrease in the Contract Sum, including a Claim, shall be limited to the following components:

§ 7.5.1 Direct labor costs: These are the labor costs determined by the number of additional craft hours and the hourly costs necessary to perform the change in the Work. The hourly cost shall be based upon the following:

- .1 Basic wages and fringe benefits: The hourly wage (without markup or labor burden) and fringe paid by the Contractor as established by the Washington Department of Labor and Industries or contributed to labor trust funds as itemized fringe benefits, whichever is applicable, not to exceed that specified in the applicable "Intent to Pay Prevailing Wage" for the laborers, apprentices, journeymen, and foremen performing and/or directly supervising the Change in the Work on site. The premium portion of overtime wages is not included unless pre-approved in writing by the Owner. Costs paid or incurred by the Contractor for vacations, per diem, subsistence, housing, travel, bonuses, stock options, or discretionary payments to employees are not separately reimbursable. The Contractor shall provide copies of certified payrolls for itself and Subcontractors of any tier upon the Owner's request.
- .2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance; medical aid; and supplemental pension by class and rates established by the Washington Department of Labor and Industries.
- .3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Compensation Act (SUCA).

Upon the Owner's request, the Contractor shall substantiate all claimed wage rates and shall provide a breakdown of the various components of the labor costs in a form provided or approved by the Owner.

§ 7.5.2 Direct material costs: This is an itemization, including material invoice, of the quantity and cost of additional materials reasonable and necessary to perform the change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Architect and the Owner. If the Contractor is offered discounts and/or rebates based upon prompt payment, the Contractor shall offer the Owner the opportunity to take advantage of such discount and/or rebate, and if the Owner makes such a prompt payment then the Owner shall only be charged the price as reduced by the discount and/or rebate. If the Owner declines the opportunity the Contractor may keep any such discounts and/or rebates it achieves through its own prompt payment. If the Contractor does not provide the Owner the opportunity to participate then the Contractor may only charge the net costs after consideration of discounts and rebates.

§ 7.5.3 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose, California, as modified by the AGC/WSDOT agreement or the actual, reasonable rate paid to unrelated third parties as evidenced by rental receipts. Rates and quantities of equipment rented that exceed the local fair market rental costs shall be subject to the Owner's prior approval. Total rental charges for equipment or tools shall not exceed 75% of the fair market purchase value of the equipment or the tool. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work. If more than one rate is applicable, the best available rate will be utilized. The rates in effect at the time of the performance of the changed Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance to the same extent as the comparable Blue Book or fair market rate. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. When rental rates payable do not include fuel, lubrication, maintenance, and servicing, as defined as operating costs in the reference, such operating costs shall be reimbursed based on actual costs. The rate for equipment necessarily standing by for future use on the changed Work shall be no more than 50% of the rate established above. If equipment is required for which a rental rate is not established by Blue Book, an agreed rental rate shall be established for that equipment, which rate and use must be approved by the Owner prior to performing the Work.

§ 7.5.4 Cost of change in insurance or bond premium. This is defined as:

- .1 Contractors' liability insurance: The actual cost (expressed as a percentage submitted with the certificate of insurance provided under Section 11.1.3, and subject to audit) of any changes in the Contractor's liability insurance arising directly from the changed Work; and
- .2 Public works bond: The actual cost (expressed as a percentage submitted with evidence of bondability under Section 11.4.1, and subject to audit) of the change in the Contractor's premium for the Contractor's statutorily required performance and payment bond arising directly from the changed Work, and any such premiums for the Changed Work on Subcontractor bonds that have been contractually required by the Owner. The Contractor is not entitled to any increased premium on any retainage bond.

Upon request, the Contractor shall provide the Owner with supporting documentation from its insurer or surety of any associated cost incurred.

§ 7.5.5 Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by such Subcontractors. The Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 7.5 and, among other things, shall not include consultant costs, attorneys' fees, or claim preparation expenses.

§ 7.5.6 Fee: This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including facilities, purchasing, clerical, project manager, project engineer, other engineers, project foreman, estimator, superintendent and their vehicles and assistants), taxes (except for sales tax), employee per diem, subsistence and travel costs, warranty, safety costs, printing and copying, quality control/assurance, purchasing, small or hand tool (a tool that costs \$500 or less and is normally furnished by the performing contractor) or expendable charges, preparation of as-built drawings, impact on unchanged Work, Change Order and Claim preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise). No such costs may be added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. No Fee shall be due, however, for direct settlements after Substantial Completion by the Owner of Subcontractor claims. The Fee shall be limited in all cases to the following schedule:

- .1 The Contractor shall receive 15% of the cost of any materials supplied or work properly performed by the Contractor's own forces.
- .2 The Contractor shall receive 8% of the amount owed (less fee) directly to a Subcontractor or supplier for materials supplied or for work properly performed by that Subcontractor or supplier.
- .3 Each Subcontractor of any tier shall receive 12% of the cost of any materials properly supplied or work performed by its own forces.
- .4 Each Subcontractor of any tier shall receive 5% of the amount (less fee) it properly incurs for materials supplied or work properly performed by its suppliers or subcontractors of any lower tier.
- .5 The Contractor and its Subcontractors of any tier shall receive no more than 5% of any amounts owed to any remote, sub-tier subcontractors which are within the lines of contractual responsibility but not in privity of contract with such Contractor or Subcontractors, for work performed by that remote, sub-tier subcontractor.
- .6 The cost to which this Fee is to be applied shall be determined in accordance with Section 7.5.1 through 7.5.4.
- .7 The total summed Fee of the Contractor and all Subcontractors of any tier shall not exceed 25% of any amounts owed to any remote, lower-tier Subcontractors that are within the lines of contractual responsibility but not in privity of contract with such Contractor or Subcontractor(s), for Work performed by that remote, lower-tier Subcontractor. If the Fee would otherwise exceed 25%, the Contractor shall proportionately reduce the Fee percentage for the Contractor and all Subcontractors except for the Subcontractor supplying material or performing work with its own forces. None of the fee percentages authorized in this Section 7.5.6 may be compounded with any other fee percentage or percentages authorized in this Section.

If a change in the Work involves both additive and deductive items, the appropriate Fee allowed will be added to the net difference of the items. If the net difference is negative, no Fee will be added to the negative figure as a

further deduction. The parties acknowledge that the fees listed in this Section 7.5.6 are substantially greater than the fees and overhead normally included in determining the Contract Sum bid; that these higher percentages are a sufficient amount to compensate the Contractor for all effects and impacts of Changes in the Work; and that the resultant overcompensation of the Contractor for some Changes compensates the Contractor for any Changes for which the Contractor believes the percentage is otherwise insufficient.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 Within ten (10) days after issuance of the Owner's notice of award the Contract, the Contractor shall submit evidence of bondability, evidence of insurability, and all other documents required by that time by the Contract Documents. The date of commence of the Work is the date established by the Owner in its conditional notice to proceed, which the Owner does not intend to issue until the Contractor has complied with the terms of notice of award. Work on the site may begin when the Contractor complies with any requirements of the notice to proceed and submits the bonds, certificates of insurance and all other documents required by the Contract Documents.

§ 8.1.3 The date of Substantial Completion (or a designated portion thereof) is the date certified by the Architect and set by the Owner in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time and shall achieve Final Completion within thirty (30) days thereafter (or such other period of time for specific phases as is specified in the Contract Documents).

§ 8.2.4 THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO THE OWNER. The owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time; however, it would be difficult if not impossible to determine the amount of such damages, which could include, for example, personnel and overtime costs, transportation costs, governmental fees, storage costs, portable rental costs, loss of use, and lost opportunities. Consequently, the provisions for liquidated damages as a reasonable estimate of loss may be included in the Contract Documents. The Owner's right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy. The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts, overtime operations and weekend and holiday work as may be necessary to insure the completion of the work in accordance with the date of Substantial Completion and the accepted Contractor's Construction Schedule. If the Contractor fails to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) of any tier fails to meet the Contractor's Construction Schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations or days of work or other means and methods, all without additional cost to the Owner.

§ 8.2.5 If the Work is to be performed in phases, with separate dates set forth for Substantial Completion elsewhere in the Contract Documents, then the specified liquidated damages shall apply separately to each such phase unless otherwise specified.

§ 8.2.6 Any provisions in the Contract for liquidated damages are intended to be in lieu of the liability of the Contractor for special, incidental and consequential damages (such as cost of capital and loss of profits, use and revenue) sustained by the Owner but shall not relieve or release the Contractor from liability for any and all damage or damages suffered by the Owner due to other breaches of the Contract or suffered by separate contractors.

§ 8.2.7 It is the Contractor's option, but not its right, to attempt to complete the Project earlier than the dates specified in the Contract Documents. Thus any claim based upon delay shall be evaluated based upon the dates specified in the Contract Documents, not an earlier projected completion that the Contractor may propose.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work (1) by an act or neglect of the Owner or Architect, or of an employee of either, or of a Separate Contractor employed by the Owner; or (2) by changes ordered in the Work only to the extent reflected in approved Change Orders providing for specific extensions of the Contract Time; or (3) by unanticipated, abnormal weather (see Section 15.1.5.2); or (4) by unexpected industry-wide labor disputes, fire, unusual delay in deliveries, governmental delays (including unanticipated permit delays not caused by the Contractor); delays caused by local jurisdictions' scheduled days off shall not be considered an excusable delay), unavoidable casualties or other causes beyond the Contractor's control; or (5) by delay authorized by the Owner pending mediation and litigation; or (6) by other causes the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time, limited to the change in the actual critical path of the Contractor's Construction Schedule directly caused thereby, as the Owner may determine consistent with the provisions of the Contract Documents. In no event, however, shall the Contractor be entitled to any extension of the time absent proof of (1) delay to an activity on the critical path of the Contract Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion, or (2) delay transforming an activity into the critical path of the Contract Schedule, so as to actually delay the Project completion beyond the date of Substantial Completion.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15 and shall include any proposed changes in the Contractor's Construction Schedule or the Contract Time, a description of any event that could delay performance or supplying of any item of the Work, the expected duration of the delay, the anticipated effect of the delay on the Contractor's Construction Schedule, and the action being taken to correct the delay situation. That the Owner or Architect may be aware of the occurrence or existence of a delay through means other than the Contract's written notification shall not constitute a waiver of a timely or written notice or Claim. The Contractor has an obligation to minimize and mitigate schedule impacts.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

- .1 If the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not an increase in the Contract Sum. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum. The Contractor shall not recover damages an equitable adjustment or an increase in the Contract Sum or Contract Time from the Owner where the Contractor could have reasonably avoided the delay by the exercise of due diligence. The Contractor shall be able to recover an increase in the Contract Sum, provided it is consistent with the terms of the Contract Documents, only if the delay directly impacts the critical path, could not have reasonably been anticipated or avoided, was unreasonable and was caused by the Owner or anyone acting on its behalf as permitted under the Contract Documents. The Owner is not obligated directly or indirectly for damages, an equitable adjustment, or an increase in the Contract Sum for any delay suffered by a Subcontractor of any tier that does not increase the Contract Time.
- .2 In the event the Contractor (including any Subcontractors of any tier) is held to be entitled to damages from the Owner for delay beyond the payment permitted in Section 7.5.6, it is agreed that the total combined damages to the Contractor and any Subcontractors of any tier for each day of delay shall be limited to the same daily liquidated damage rate specified in the Contract Documents due the Owner for the Contractor's delay in achieving Substantial Completion. By submitting its bid on the Work, the Contractor represent that it would be difficult if not impossible to determine the amount of any delay damages due it, that it has taken this provision for liquidated damages into consideration in its bid, and

- that these liquidated damages are a reasonable estimate of its loss. No damages will be allowed for any time prior to fourteen (14) days before receipt of written notice of the Claim of the delay pursuant to Article 15.
- .3 The Contractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, attitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; rescheduling of work, schedule compression, concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; cumulative impacts; or similar damages. Any effect that such alleged costs may have upon the Contractor or its Subcontractors of any tier is fully compensated through the percentage Fee on Change Orders paid through Section 7.5.6 and any liquidated damages paid hereunder.
 - .4 The Contractor shall not be entitled to any adjustment in the Contract Time or the Contract Sum, or to any additional payment of any sort, by reason of the loss or the use of any float time, including time not on the critical path or time between the Contractor's anticipated completion date and the end of the Contract Time, whether or not the float time is described as such on the Contractor's Construction Schedule.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

At least fourteen (14) days before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by the data to substantiate its accuracy as the Architect or Owner may require. This schedule, unless objected to by the Architect or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

- .1 Mobilization shall be a maximum of one-half of one percent (0.5%) of the Contract Sum, and shall be paid only if supported by an itemized breakdown of costs acceptable to the Owner.
- .2 Payment applicable to the expenses of Contractor's bond and/or builder's risk insurance will be made only upon receipt of paid invoices from surety and/or insurance carrier.
- .3 No payment will be made for shop drawings or submittals until on-site receipt of materials, except for structural steel, fire sprinkler, automatic temperature control, and fire alarm shop drawings that have been reviewed and accepted by the Architect.
- .4 The schedule of values shall allocate at least one percent (1%) of the Contract Sum to Commissioning, as defined in Section 9.8.1.2.
- .5 The schedule of values shall also allocate at least two percent (2%) of the Contract Sum as a separate line item for that portion of the Work between Substantial Completion and Final Completion, including without limitation punch list completion and furnishing of deliverables (including but not limited to approved operations and maintenance data, approved record documents, warranties and bonds, delivery of extra stock, and all other documentation or items of the Work required for Final Completion final payment), which will be earned and paid as part of the final payment. This line item shall be entitled "Final Documentation and Punch List Completion." This percentage is not the statutory retainage described in Section 9.3.4 or any other retainage but rather requires the Contractor to recognize that the Contractor and its Subcontractors will expend significant costs in advancing the Work from Substantial Completion to Final Completion, and that this amount is not earned until Final Completion of the Work is accomplished. At its sole discretion, the Owner may release portions of this amount progressively as items are completed.
- .6 Itemize separately line item costs for permits, bonds, insurance, layout and supervision, scheduling, and temporary facilities.

§ 9.3 Applications for Payment

§ 9.3.1 Progress payments will be made monthly for work duly certified, approved, and performed during the calendar month preceding the application. These amounts are paid in trust to the Contractor for distribution to Subcontractors to the extent and in accordance with the approved Application for Payment.

§ 9.3.1.1 Draft Application. Within the first ten (10) days of each month, the Contractor shall submit to the Architect a report on the current progress of the Work as compared to the Contractor's Construction Schedule, an updated Construction Schedule, and a draft, itemized application for payment for Work performed during the prior calendar month on a State of Washington Application for Payment on Contract form approved by the Owner. This shall not constitute a payment request. The Contractor, the Architect and the Owner shall meet within the next ten (10) days and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. The Architect or the Owner may request the Contractor to provide data substantiating the Contractor's right to payment as the Owner or the Architect may require, such as copies of requisitions from Subcontractors of any tier, lien releases, and certified payroll records, and reflecting retainage as provided elsewhere in the Contract Documents. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

§ 9.3.1.2 Payment Request. Within ten (10) days after the Contractor, the Owner and the Architect have met and conferred regarding the updated draft application, and the Contractor has furnished all progress information required and all data requested by the Owner or Architect under Section 9.3.1.1 above, the Contractor has submitted current meeting minutes, daily reports, as-built drawings and commissioning logs (if requested) and an updated (bar chart) construction schedule, the Contractor may submit a payment request by the 10th day of the following month in the agreed-upon amount, in the form of a notarized, itemized Application for Payment, in triplicate, for Work properly performed during the prior calendar month on a form supplied or approved by the Owner, along with alien release on a form approved by the Owner from each Subcontractor for whose Work the Owner paid the Contractor for the prior month. The Application shall also state that prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors of any tier from the Owner's payment the prior month have been made. The submission of this Application constitutes a certification that the Work is current on the Contractor's Construction Schedule, unless otherwise noted on the application. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay. A payment request shall not be valid unless it complies with the requirements of the Contract Documents.

§ 9.3.1.3 Disputed Amounts. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may, also within ten (10) days after the meeting in Section 9.3.1.1, submit to the Owner and the Architect along with the approved payment request a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, for the submittal to be considered, pursuant to WAC 296-127-320, the Contractor and all Subcontractors shall file with the Owner by the same date certified copies of all payroll records relating to the additional amount due.

§ 9.3.1.4 Validity of Payment Requests. A payment request shall not be valid unless it complies with the requirements of the Contract Documents. If a separate payment request concerning a disputed amount does not comply with the requirements of the Contract, the Owner will provide a written statement to the Contractor stating why the disputed amount is not owned and/or why the separate payment request does not comply with the requirements of the Contract.

§ 9.3.1.5 Payments of Subcontractors. No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor under the subcontract (such as for unsatisfactory performance or non-payment of sub-subcontractors), the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor, the Owner and the Architect written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the

withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within eight (8) working days after the Subcontractor satisfactorily completes the remedial action identified in the notice.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of project specific materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in writing and in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 Retainage,

§ 9.3.4.1 In accordance with RCW 60.28, a sum equal to five percent (5%) of each approved Application for Payment shall be retained. After award of a Contract for public improvements, or work for which retained percentages are required to be reserved under the provision of RCW 60.28, the Owner shall require the Contractor to exercise, in writing, one of the options listed below:

- .1 Retained percentages will be retained in a fund by the Owner not subject to release until sixty (60) days following the Final Acceptance of the Work as completed and as provided in Section 9.10.4; or
- .2 Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank or savings and loan association and not subject to release until sixty (60) days following Final Acceptance of the Work as completed and as provided in Section 9.10.4; or
- .3 Placed in escrow with a bank or trust company and not subject to release until sixty (60) days following the Final Acceptance of the Work as completed and as provided in Section 9.10.4.
- .4 If the Contractor provide a bond in place of retainage, it shall be in an amount equal to 5% of the Contract Sum plus change orders. The minimum requirements for the bond are that it must be on a form acceptable to the Owner, with an A.M. Best rating of "A-" or better and financial rating of no less than "VIII," signed by a surety registered by the Washington State Insurance Commissioner and on the currently authorized insurance list published by the Washington State Insurance Commissioner; additional requirements as established by the Owner may be applied.

§ 9.3.4.2 The Contractor or a Subcontractor may withhold payment of not more than five percent (5%) as retainage from the monies earned by any Subcontractor or Sub-subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds. If requested by the Owner, the Contractor shall specify the amount of retainage and interest due a Subcontractor.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's approved Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the

Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Owner may, with or without the Architect's concurrence, withhold payment, and the Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, it may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 unsatisfactory prosecution of the Work by the Contractor, including but not limited to failure to carry out the Work in accordance with the Contract Documents;
- .8 delay by the Contractor and/or its Subcontractor(s) of any tier, or failure to comply with the Contractor's Construction Schedule requirements;
- .9 failure to submit affidavits pertaining to wages paid as required by statute;
- .10 failure to submit a properly updated Construction Schedule;
- .11 failure to comply with a requirement of the Contract Documents in which the Owner has reserved the right to withhold payment;
- .12 liquidated damages;
- .13 failure to properly maintain as-builts;
- .14 failure to properly submit daily construction records; or
- .15 failure to properly submit certified payrolls.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 Pursuant to RCW 39.12, "Prevailing Wages on Public Works," the Contractor will not receive any payment until the contractor and all Subcontractors of any tier for whom payment is sought have submitted state-approved "Statements of Intent to Pay Prevailing Wage" to the Owner. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries before it is submitted to the Owner. The statement must include the Contractor's registration number, the number of workers in each trade classification, and the applicable wage rate for each trade listed. The Contractor agrees to provide each Subcontractor of any tier with a schedule of applicable prevailing wage rates. The Contractor and the respective Subcontractors of any tier shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

§ 9.5.4 The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or

equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate of Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, and it has been approved by the Owner, the Owner shall make payment in the manner and within the time provided in the Contract Documents. The Owner will make a progress payment within thirty (30) days of receipt and approval of the Architect's Certificate for Payment; any payments made by or through the Office of the Superintendent of Public Instruction shall be made in accordance with the policies, procedures, and forms required by that office. The Owner shall be entitled to withhold payment to the extent provided by the Contract Documents, notwithstanding the issuance of a Certificate for Payment.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven (7) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. If the Contractor does not receive payment for any cause which is not the fault of a particular Subcontractor but does receive payment for materials supplied or work performed by that Subcontractor, the Contractor shall pay that Subcontractor in accordance with its subcontract for its satisfactorily completed work, less the retained percentage.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor, satisfactory to the Owner, that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work and the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 The Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Architect improperly fails to issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's timely and complete Application for Payment under Section 9.3.1.2 (subject to the approved payment schedule), or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount due owing to the Contractor, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up as provided for in Section 7.5 of these General Conditions of the Contract Documents.

§ 9.8 Substantial Completion And Occupancy

§ 9.8.1.1 Substantial Completion is the stage in the progress of the Work, or portion thereof designated and approved by the architect and Owner, when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can fully occupy or utilize the Work, or the designated portion thereof, for its intended use, including FF&E and student, teacher, and staff occupancy. The fact that the Owner may occupy the Work or a designated portion thereof does not indicate that the Work is acceptable in whole or in part. All Work other than incidental corrective or punch list work shall be completed, including but not limited to the following:

- (1) Obtain applicable occupancy permits, including fire/life safety systems and health department approval, pressure vessel permits, elevator permits, and similar approvals or certificates by governing authorities and franchised services, assuring the Owner's full access and use of completed Work.
- (2) Submit the Contractor's punch list of items to be completed or corrected and a written request for inspection.
- (3) Complete final start-up, testing, and commence instruction and training sessions on all major building systems including HVAC and controls, intercom, data communications, fire alarm, telephone, fire sprinkler, security and clocks, and establish a Date of Commissioning.
- (4) Make final changeover of locks and transmit new keys to the Owner, and advise the Owner of the changeover in security provisions.
- (5) Discontinue or change over and remove unnecessary temporary facilities and services from the project site.
- (6) Advise the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
- (7) Complete final cleaning.

The Work is not Substantially Complete unless the Architect reasonably judges that the Work can achieve Final Completion within thirty (30) days (such other period of time as is specified in the Contract Documents), appropriate cleaning has occurred, all designated systems and parts are commissioned and usable, including balancing of the HVAC systems, utilities are connected and operating normally and training sessions have occurred, all required temporary occupancy permits, pressure vessel permits, elevator permits, and similar approvals or certificates by governing authorities and franchised services, assuring the Owner's full access to the Work have been issued, O & M manuals have been submitted for review, and the Work is accessible by normal vehicular and pedestrian traffic routes. The fact that the Owner may occupy the Work or a designated portion thereof does not indicate that the Work is Substantially Complete or is acceptable in whole or in part, nor does such occupation toll or change any liquidated damages due the Owner.

§ 9.8.1.2 Date of Commissioning of Selected Equipment and Systems. The equipment and systems so designated in the Contract Documents are considered "Selected Equipment and Systems." When the Contractor considers that all Selected Equipment and Systems are complete, fully functional, ready for normal operation and functional performance testing, and all pre-commissioning checklists are completed, the Contractor shall so notify the Architect in writing a minimum of 40 days prior to the Date of Substantial Completion (or such other date as may be established in the Contract Documents). A reasonable period shall be allowed for the Architect and commissioning agent to schedule and observe the functional performance tests identified in the Contract Documents. If the inspection discloses that the Selected Equipment and Systems are not Substantially Complete or that any item is not in accordance with the requirements of the Contract Documents, the Contractor shall expeditiously, and before the Date of Commissioning, complete or correct such item upon notification by the Architect or commissioning agent. The Contractor shall then submit a request for another inspection to determine completion of those Selected Equipment and Systems and pay the costs associated with the reinspection, including fees of the Architect, commissioning agent and their consultants. When all the selected Equipment and Systems are complete, the Owner's commissioning agent will notify the Owner in writing, which shall establish the Date of Commissioning. Training of Owner personnel shall begin immediately after the Date of Commissioning and shall be conducted by appropriate Subcontractor personnel on site who are knowledgeable with the construction and operation of each system prior to departure of the installing entity from the site. Warranties on any Selected Equipment and Systems required by the Contract Documents shall commence on the Date of Commissioning, unless otherwise provided, but the Contractor shall retain the responsibility to maintain the systems until Final Acceptance.

§ 9.8.1.3 Indemnification. The Contractor shall defend, indemnify, and hold harmless the Owner and the Architect and their agents, employees, and consultants, successors and assigns from and against all claims, damages, losses and

expenses of third parties, direct and indirect, or consequential, including costs, design professional fees, and attorneys' fees incurred by the Owner related to such claims and in proving the right to indemnification, arising out of or resulting from the failure of the Contractor to attain the Date of Commissioning less than thirty (30) days prior to the Date of Substantial Completion fixed by the Contract Documents. In particular, the Contractor acknowledges that a 30 day period after the Date of Commissioning and prior to occupancy is specified during which all HVAC, mechanical, electrical, control and environmental management systems are fully operational under procedures and loads intended to provide unoccupied space with positive performance for pre-occupancy environmental documentation, and the systems are scheduled to operate under a procedure intended to dissipate out-gassing that may occur from interior and other materials.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly to complete and correct items on the lists. The Contractor shall immediately clean-up any dust or debris created through punch list work activities. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, and upon verification by the Architect that all permits, approvals, testing, training and other submittals and administrative actions required under the Contract Documents for obtaining Substantial Completion have been satisfied, the Architect and, at its option, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. If the Owner or Architect determines the Work or designated portion is not substantially complete, the Contractor shall expeditiously complete the Work or designated portion, and again request an inspection. The Contractor shall pay the costs associated with this third and any further reinspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which, upon approval of the Owner, shall establish the date of Substantial Completion; shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion, except that warranties for HVAC equipment shall commence with acceptance of the Commissioning Report by the Owner's Board of Directors. The Contractor shall attach and submit with the executed Certificate of Substantial Completion, the Certificate of Occupancy, as well as written list of each outstanding and unresolved claim; any Claim not so submitted and identified, other than retainage and the undisputed balance of the Contract Sum, shall be deemed waived and abandoned. If the Owner or Architect determines that the Work or designated portion is not Substantially Complete, the Contractor shall expeditiously complete the work or designated portion, again request an inspection and pay the costs associated with the re-inspection, including Architect and consultant fees.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Any items not included by the Architect but required or necessary for Final Completion of the Contract shall be supplied and installed by the Contractor as a part of the Contract Sum, notwithstanding their not being recorded by the Architect. Upon written acceptance of the Certificate of Substantial Completion by the Owner and the Contractor, and upon the Contractor's Application for Payment and consent of surety if any, the Owner shall make payment as provided in the Contract Documents. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. No further payment will be due or owing until the payment following the Final Completion.

§ 9.8.6 The Contractor shall prepare, continue to monitor with the Architect, and cause to be completed, all punch lists with respect to the activity of each Subcontractor and report weekly to the Owner on outstanding punch list items. Beginning thirty (30) days before the scheduled date of Substantial Completion, the Contractor shall prepare

reports weekly, identifying items to be completed in order to obtain required certificates of occupancy and make recommendations to the Owner with respect to effectuating the earliest possible completion. The Contractor shall include this report as a schedule item on its CPM schedule.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may, upon written notice to the Contractor, take possession of, operate, occupy or use any completed or partially completed portion of the Work at any stage. Such partial occupancy or use may commence whether or not the portion is substantially complete. Unless otherwise agreed in writing, such possession, use or operation shall not be deemed an acceptance of any portion of the Work, nor accelerate the time for any payment to the Contractor under the Contract, nor prejudice any rights of the Owner under the Contract or under any insurance, bond, guaranty or other requirement of the Contract, nor relieve the Contractor of the risk of loss or any of its obligations under the Contract, nor establish a Date of Substantial or Final Completion, nor establish a date for termination of partial termination of the running of liquidated damages nor constitute a waiver of any Owner claims. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, or fails to achieve Final completion of the Work within thirty (30) days of Substantial Completion (or such other period of time as is specified in the Contract Documents), the Owner may take possession of, use or operate all or any part of the Work without an increase in the Contract Sum or the Contract Time on account of such possession or use. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Final Completion

§ 9.10.1.1 The Contractor shall cause punch list items to be completed within thirty (30) days of the Substantial Completion (or such other period of time as is specified in the Contract Documents) or within such reasonable period as may be required to correct the item (in the event that the punch list items are, because of their nature, incapable of correction during that period) provided that the Contractor commences to correct the item within that period and thereafter diligently and in good faith pursues the corrective action to completion. If, at fifteen (15) days after the Date of Substantial Completion, the Owner considers that the punch list items are unlikely to be completed within thirty (30) days of the Date of Substantial Completion (or such other period of time as is specified in the Contract Documents), the Owner may, upon seven (7) days' written notice to the Contractor, take over and perform some or all of the punch list items. If the Contractor fails to correct the deficiencies within the time period specified, the Owner may deduct the actual cost of performing the punch list work, including any design costs, plus 15% to account for the Owner's transaction costs from the Contract Sum.

§ 9.10.1.2 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance, the Architect will promptly make such inspection accompanied by the Contractor (if requested by the Architect or Owner). If the Architect or Owner determines that some or all of the punch list items are not accomplished, the Contractor shall be responsible to the Owner for all costs, including re-inspection fees, for any subsequent Architect's inspection to determine compliance with the punch list. When the Architect finds all punch list items complete and the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly notify the Owner and the contractor in writing that, to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.3 The Contractor is liable for, and the Owner may deduct from any amounts due the Contractor, all Architect, engineer or other design consultant fees and all Commissioning Agent and Construction Manager fees

incurred by the Owner for services performed more than thirty (30) days after Substantial Completion of all the Work (or such other period of time as is specified in the Contract Documents), whether or not those services would have been performed prior to that date had the Final Completion been achieved in a timely manner.

§ 9.10.1.4 When the Architect finds that the Work has been concluded, a final occupancy permit has been issued, any commissioning process and validation process have been successfully concluded and the Commissioning Report has been accepted by the Owner's Board of Directors, and the Contractor has submitted all the items identified in Section 9.10.1.5 to the Architect, the Contractor may submit a final Application for Payment. The Architect will then promptly issue a final Certificate for Payment stating that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Architect's final Certificate for Payment shall establish the date of Final completion upon its execution by the Owner.

§ 9.10.1.5 "Final Completion" will be attained when the Contractor has accomplished the following:

- (1) Complete all requirements listed in Section 9.8 for Substantial Completion.
- (2) Complete all remaining punch list items and remaining Work, and obtain approval by Architect and Owner that all Work is complete.
- (3) Obtain permanent occupancy permits (if only a temporary occupancy permit was issued at Substantial Completion).
- (4) Submit final change order and final Application for Payment.
- (5) Submit record documents, any final property survey, and operation and maintenance manuals required by the Contract Documents.
- (6) Deliver tools, spare parts, extra stock of material and similar physical items to the Owner as required by the Contract Documents.
- (7) Complete final cleaning after punch list work (in addition to the final cleaning that was required to obtain Substantial Completion).
- (8) Complete instruction and training sessions on all major building systems including HVAC, intercom, data communications, fire alarm, telephone, fire sprinkler, emergency power, security and clocks.
- (9) Submit executed warranties.
- (10) Make final changeover of locks and transmit new keys to the Owner, and advise the Owner of the changeover in security provisions.
- (11) Discontinue or change over and remove temporary facilities and services from the project site.
- (12) Advise the Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.
- (13) Acceptance of the final Commissioning Report by the Owner's Board of Directors.

§ 9.10.2 Final Acceptance and Payment.

§ 9.10.2.1 Neither final payment nor retained percentage shall become due until after the Owner's Board of Directors has formally accepted the Project ("Final Acceptance"). To achieve Final Acceptance, the Architect must have issued a final Certificate for payment under Section 9.10.1.4, an occupancy permit must have been issued, Final Completion must have occurred, and the Contractor must have submitted to the Architect and the Owner the following:

- (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, except for any claims that are specifically identified on the affidavit (Affidavit of Payment of Debts and Claims, AIA form G706 or equivalent),
- (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner,
- (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
- (4) consent of surety, if any, to final payment (AIA form G707 or equivalent),
- (5) other data establishing payment or satisfaction of or protection against obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner (Contractor's Affidavit of Release of Liens, AIA form G706A or equivalent). If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such

lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees,

- (6) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor of any tier certified by the Industrial Statistician of the Washington State Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor,
- (7) a letter from the Architect indicating that the Work is complete and recommending Final Acceptance of the Project by the Owner.
- (8) certification that the materials in the work are "lead-free" and "asbestos-free",
- (9) a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this project, including but not limited to all city or county departments, health districts and utility districts, provided to Owner with a copy of all closed or signed off permits,
- (10) record documents; and
- (11) all warranties, guarantees, training manuals, operation instructions, certificates, spare parts, maintenance manuals and stock, specified excess material, as-built drawings and other documents, training or items required by the Contract Documents or local governmental entities.

§ 9.10.2.2 Pursuant to RCW 60.28, "Lien for Labor, Materials, Taxes on Public Works," completion of the Contract Work shall occur upon Final Acceptance.

§ 9.10.3 If, after Substantial Completion of the Work, Final completion is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner may, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted.

§ 9.10.4 Release of Retainage: The retainage will be held and applied by the Owner as a trust fund in a manner required by RCW 60.28. Release of the retainage will be processed in ordinary course of business upon the expiration of (60) days following Final Acceptance of the Work by the Owner provided that not notice of lien shall have been given as provided in RCW 60.28, that no claims have been brought to the attention of the Owner and that the Owner has no claims under this Contract; and provided further that, for state-funded projects, release of retention has been duly authorized by the State. The following items also must be obtained prior to release of retainage: pursuant to RCW 60.28, a certificate from the Department of Revenue; pursuant to RCW 50.24, a certificate from the Department of Employment Security; and appropriate information from the Department of Labor and Industries.

§ 9.10.5 Waiver of Claims

§ 9.10.5.1 Final Payment by Owner. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, statutory retainage, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5.2 Final Payment to Contractor. Acceptance of final payment by the Contractor, a Subcontractor, or material supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled and attached to the Contractor's final Application for Payment.

§ 9.10.5.3 The execution of change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the change Order. Reservations of rights will be deemed waived and are void unless the reserved rights are specifically described in detail to the satisfaction of the Owner and are initialed by the Owner. If the Contractor adds a reservation of rights that has not been initialed by the Owner to any Change Order, Construction Change Directive, Change Order proposal, Application for Payment or any other document, all amounts therein shall be considered disputed and not due or payable unless and until costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and in all cases initialed by the Owner. If the Owner makes payment for a Change order or an Application for Payment that contains a reservation of rights not initialed by the Owner to indicate agreement with

the reservation, and if the contractor negotiates the check for such payment, then the reservation of rights shall be deemed waived, withdrawn, and of no effect.

§ 9.10.6 If a Subcontractor of any tier refuses to furnish a release or a waiver required by the Owner, the Owner may (a) retain in the fund, account, or escrow funds in such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount, or (b) accept a bond from the Contractor, satisfactory to the Owner, to indemnify the Owner against such lien. If any such lien remains unsatisfied after all payments from the retainage are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.7 The Contractor and all Subcontractors of any tier shall maintain books, ledgers, records, documents, estimates, bids, correspondence, logs, schedules, emails, facsimiles, and other tangible and electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and with all costs, charges and other amounts of whatever nature. The Contractor shall preserve such records for a period of three (3) years following the date of Final Acceptance under the Contract and for such longer period as may be required by any other provision of the Contract. Within seven (7) days of the Owner's request, the Contractor agrees to make available at the office of the Contractor during normal business hours all records for inspection, audit and reproduction (including electronic reproduction) by the Owner or its representatives. These requirements shall also be applicable to each Subcontractor of any tier and included in each Subcontract and purchase order issued with respect to the Work, except fixed-price Subcontracts where the price is \$25,000 or less. The Contractor agrees, on behalf of itself and Subcontractors of any tier, that any rights under RCW 42.56 will commence at Final Acceptance, and that the invocation of such rights at any time by the Contractor or a Subcontractor of any tier, or their respective representatives, shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the Owner. Failure to fully comply with any requirements of this Section shall constitute a material breach of contract and shall constitute a waiver of all claims by the Contractor and any subcontractor that does not fully comply.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

§ 10.1.1 The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall have the right to control and shall be solely and completely responsible for conditions of the work site, including safety of all persons and property, during performance of the work. The Contractor shall maintain the Work site and perform the Work in a manner that meets statutory and common-law requirements for the provision of a safe place to work. This requirement shall apply continuously and not be limited to working hours. Any review by the Owner or the Architect of the Contractor's performance shall not be construed to include a review of the adequacy of the Contractor's safety measures in, on or near the site of the Work.

§ 10.1.2 No action or inaction of the Owner or the Architect relating to safety or property protection or a violation thereof shall in any way; (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said violation; (2) impose any obligation upon the Owner or Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; (3) impose any continuing obligation upon the Owner or Architect to ensure the Contractor performs the Work safely or to provide such notice to the Contractor or any other person or entity; (4) affect the Contractor's sole and complete responsibility for performing the Work safely or the Contractor's responsibility for the safety and welfare of its employees and the employees of Subcontractors of any tier; or (5) affect the Contractor's responsibility for the protection of property, students, staff and general public.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on or involved in the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor shall comply with all notices and comply with all requests from the Owner regarding the safety and protection of the Owner's students and staff. The Contractor shall comply with the safety regulations set forth in "Safety Standards for Construction" and "General Safety Standards" and any other requirements published by the Washington State Department of Labor and Industries. The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OHSU), including all revisions, amendments and regulations issued thereunder, and the provisions of the Washington Industrial Safety Act of 1973 (WISHA), including all revisions, amendments and regulations issued thereunder by the Washington State Department of Labor and Industries. The WISHA regulations shall apply to all excavation, trenching and ditching operations. In case of conflict between any such requirements, the more stringent applicable regulation or requirement shall apply.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities. The Contractor shall maintain at the work site office or other well-known place at the work site all materials (e.g., a first aid kit) necessary for giving first aid to the injured, and shall establish, publish and make known to all employees procedures for ensuring immediate removal to a hospital or a doctor's care, person, including employees, who may have been injured on the site. Employees shall not be permitted to work on the site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care. The Contractor's and/or any Subcontractors shall ensure that at least one of such employees has a valid, effective first aid card.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work and explicitly permitted by the Contract Documents, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 At all times until the Owner's occupancy of the Work or a designated portion of the Work, the Contractor shall protect from damage, weather, deterioration, theft, vandalism and malicious mischief and shall bear the risk of any uninsured loss or destruction of, or injury or damage to, all materials, equipment, tools, and other items incorporated or to be incorporated in the work or designated portion, or consumed or used in the performance of the Work or designated portion, and all work in process and completed work or designated portion. The Contractor is responsible for any deductible amounts related to any insurance coverage.

§ 10.2.9 Any notice given to the Contractor by the Owner or the Architect of a safety or property protection violation will not: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or for sole liability for the consequences of said violation; (2) impose any obligation upon the Owner or Architect to inspect or review the Contractor's safety program or precautions or to enforce the Contractor's compliance with the requirements of this Article 10; or (3) impose any continuing obligation upon the Owner or Architect to provide such notice to the Contractor or any other persons or entity.

§ 10.2.10 Injury or Damage to Person or Property

If the Contractor suffers injury or damage to person or property because of an alleged act or omission of the Owner, or of others for whose acts the Owner may be legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. This Section does not apply to Claims, damages for additional costs or time, acceleration or delay.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB) or soil contaminated with petroleum products, encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Contractor shall proceed with the Work in areas not affected.

§ 10.3.2 Upon receipt of the Contractor's notice, and with the Owner's agreement, the Owner shall obtain the services of a licensed laboratory to reasonably verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection, but the Owner shall not be responsible for any delay resulting from the Contractor's objection to such person or entity. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's demonstrated and reasonable additional costs of shutdown, delay, and start-up, which adjustments shall be accomplished as provided in Articles 7, 8 and 15.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity or if the removal of such material or substance was a part of the Contractor's Work.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault, misuse, or negligence in the use and handling of such materials or substances. The Contractor shall store all hazardous materials safely, whether or not required by Contract Documents. The Contractor shall not install hazardous materials, including without limitation asbestos, lead, mercury, or polychlorinated biphenyl (PCB), in the Work.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without fault or negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.5 PUBLIC SAFETY AND CONVENIENCE

§ 10.5.1 The Contractor shall conduct its Work so as to ensure the least possible obstruction to vehicular traffic and inconvenience to the general public and others in the vicinity of the Work and to ensure the protection of persons, property and natural resources. No road or street shall be closed to the public except with the permission of the Owner and the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, fire lanes, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses, if any, on the Work Site.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VIII and reasonably acceptable to the Owner, an occurrence-based Commercial General Liability Insurance Policy, which shall provide personal injury, bodily injury and property damage liability to cover Contractor's operations, including Subcontractors and suppliers of any tier; owned, non-owned and hired vehicles; on work the Contractor may subcontract or sublet to others; and on the indemnity provisions of this Contract, including but not limited to premises, products/completed operations, personal injury, blanket contractual liability, explosion, collapse or underground (XCU), and stopgap employer's liability. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner the Architect, their consultants and employees, any required governmental agencies and others designated in the Contract Documents as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations, and this insurance shall include a severability of interest (cross liability clause) for Work performed under this Contract. The Contractor's policy shall be designated primary coverage for both defense and indemnity, and any Owner's policies excess. Such limits of liability insurance shall have per project general aggregate provisions and shall not be less than the following:

- .1 Comprehensive General Liability, Bodily Injury and Property Damage Liability, including Premise and Operations, Independent Contractors, Protective Liability, Completed Operations and Products, Contractual, Combined Single Limit of at least \$1,000,000 per occurrence, with a per-project aggregate limit of at least \$2,000,000; and
- .2 Comprehensive Automobile Liability, Bodily Injury and Property Damage Combined Single Limit of at least \$1,000,000; and
- .3 In addition, the Contractor shall maintain a true umbrella policy which provides excess limits over the primary layer, in an amount not less than \$2,000,000.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis, shall be maintained without interruption from the date of commencement of the Work until the date of Final Acceptance and termination of any coverage required to be maintained after final payment. Complete operations coverage shall remain in force for three (3) years after Final Acceptance. The insurance described above shall

include coverage for underground, collapse and explosion exposures. In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the state statutory amount and Stop Gap Liability Insurance (Employer's Contingent Liability Insurance) with coverage of at least \$1,000,000 each occurrence/each accident. All policies and certificates must be signed copies and the Contractor shall provide written notice by certified mail to the Owner and Architect 45 days before the policies expire or are cancelled or any coverages afforded under the policies are reduced, limits decreased, or the additional insureds removed. The Contractor shall furnish to the Owner and Architect copies of any subsequently issued endorsements amending, modifying, altering or restricting coverage or limits. Furthermore, such policies or certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts and that liability coverages include protection for underground collapse and explosion and that the indemnification provisions of Section 3.18 are acknowledged. Losses up to the deductible amount or otherwise not covered by insurance shall be the responsibility of the Contractor.

§ 11.1.3 PROOF OF INSURANCE

§ 11.1.3.1 Before any presence on site, commencing Work or exposure to loss can occur, or, in any event, within ten (10) days after the Owner has issued its Conditional Notice to Proceed, the Contractor shall furnish the Owner with four copies of Certificates of Insurance on AIA Document G705 or ACORD Certificate of Liability Insurance as evidence of all insurance required by the Contract Documents, including an endorsement to the insurance policies naming the Owner, the Architect, their consultants and employees, any required governmental agencies and others designated in the Contract Documents as additional insureds. If the Agreement is executed, no Progress Payment will be due until all such Certificates are furnished. The Contractor shall furnish to the Owner and Architect copies of any subsequently issued endorsement amending, modifying, altering or restricting coverage limits. Furthermore, such policies or certificates shall contain a clause verifying that the policy contains coverage for blanket contractual liability including both oral and written contracts and that liability coverages include protection for underground collapse and explosion and that the indemnification provisions of Section 3.18 are acknowledged. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Upon written request, the Contractor will provide a copy of its policies to the Owner.

§ 11.1.3.2 The Owner's specification or approval of the insurance in this Contract or of its coverage or amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts. Notwithstanding anything herein to the contrary, the Contractor shall provide all bonding, insurance, and permit documentation as required by governmental entities for all portions of the Project.

§ 11.1.4 The Contractor shall ensure and require that Subcontractors of any tier have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by Subcontractors of all tiers in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate limit. Also, the Subcontractors shall name the Contractor and the Owner and cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omission during the Contractor's completed operations.

§ 11.1.5 If the Owner is damaged by the failure of the Contractor to maintain any of the insurance in this Article 11 or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain until Final Acceptance, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form to cover the course of construction upon the entire Work at the site and all materials or equipment furnished or installed by the Owner on the Project in the amount of the initial Contract Sum less costs of clearing, preparation and excavation of the site under this Agreement, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. This insurance shall insure against the perils of fire and extended coverage and physical loss or damage, including earthquake, and shall provide "all risk" coverage for the interests of the Owner, the Contractor and Subcontractors as named insured, as their respective interests appear. Upon written request, the Contractor will provide a copy of its policy to the Owner. Each loss may be subject to deductible of not more than \$5,000, except that the deductible for earthquake losses shall be no greater than 5% of the loss. This insurance shall include as loss payee the Owner, the Contractor and Subcontractors of any tier as named insureds, as their respective interests appear. The policy shall be endorsed to allow complete or partial occupancy by the Owner before or after Substantial Completion without the insurer's approval. Except for losses caused by the Owner, losses up to the deductible amount or otherwise not covered by insurance shall be the Contractor's responsibility.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit. All tools and equipment of the Contractor and Subcontractors of any tier not intended as part of the construction or installation of the Work will be the sole responsibility of the Contractor.

§ 11.3.2 LOSS

Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Owner.

§ 11.3.3 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employee, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner does not waive the subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.4 Adjustment. Upon the occurrence of a loss insured under the property insurance, the Owner shall participate in and approve the adjustment and settlement of any loss with the insurers. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. Any inconsistent policy provisions will supersede the provisions of this Section.

§11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall secure from a surety company acceptable to the Owner, admitted and licensed in the State of Washington, possessing an A.M. Best rating of “A-” or better and financial rating of no less than “VIII,” and shall pay for bonds covering the faithful performance of the Contract and payment of obligations arising under the Contract Documents, each in the full amount of the Contract Sum plus sales tax, pursuant to RCW 39.08, “Contractor’s Bond.” Within ten (10) days after the Owner’s issuance of the notice of intent to award the Contract, the Contractor shall deliver evidence of its bondability to the Owner. Within ten (10) days of its execution of the Contract, the Contractor shall (1) submit a letter from its surety specifying the percentage to be paid by the Contractor for increases in the Contract Sum, and (2) deliver two copies of the bonds to the Owner and one copy to the Architect. **THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT IF EVIDENCE OF BONDABILITY IS NOT RECEIVED. THE OWNER MAY WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BONDS ARE RECEIVED.** The Contractor shall be responsible for any delay in the Contract Time because of failure to submit acceptable bonds.

§11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§11.4.3 Subcontractor Bondability and Potential Subcontractors’ Bonds. Within seven (7) days after the issuance of notice of intent to award the Contract, any Subcontractors so required in the Bidding or Contract Documents or Special Conditions shall deliver evidence of their bondability to the Owner through the Contractor. The evidence shall include a letter from each such subcontractor’s bonding company that contains the price of a payment and performance bond to be issued during the 30-day period after conditional notice to proceed. The bonding company must be acceptable to the Owner and admitted and licensed in the State of Washington. The bond(s) shall be in an amount equal to the full contract sum of the subcontract between the Subcontractor and the Contractor but shall not include sales tax. The bonds shall be conditioned that the Subcontractor shall faithfully perform all the provisions of its subcontract, payment of all obligations arising thereunder, and for one year’s maintenance for correction of defective work. If the Owner elects to require a payment and performance bond from one or more of these Subcontractors, it will so notify the Contractor in writing within 14 days of receipt of the evidence of bondability from the respective Subcontractor, in which case the Contract Sum shall be increased by a Change Order in the amount specified in the letter, unless otherwise agreed by the parties. **THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT OR MAY REQUIRE A CHANGE OF SUBCONTRACTOR AT NO INCREASE IN THE CONTRACT SUM OR CONTRACT TIME IF THIS EVIDENCE OF BONDABILITY IS NOT TIMELY RECEIVED. THE OWNER MAY WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BONDS ARE RECEIVED.**

§11.5 If the Owner is damaged by the failure of the Contractor to maintain any of the bonds or insurance in this Article 11 or to notify the Owner, then the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance and bonds. Failure to withhold payment shall not constitute a waiver.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect’s or the Owner’s request or to requirements of a governmental authority or as otherwise specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, Owner or governmental authority, be uncovered for the requesting party’s examination and be replaced at the Contractor’s expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect, Owner or governmental authority has not specifically requested to examine prior to its being covered and for which the Contract Documents did not require

inspection, the Architect, Owner or governmental authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the conditional was caused by the Owner or a separate contractor employed by the Owner, and in that event the Owner or the separate contractor shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before Or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one (1) year after the later of the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under the Contract Documents, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it according to the requirements of this Section 12.2.2 with no change in the Cost of the Work, promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. If the Contractor does not promptly in accordance with the provisions of this Section 12.2.2 initiate work to correct the Work designated in the notice, the Owner may proceed to correct the Work, the Owner may without further notice dispose of materials and equipment as it sees fit, and the Contractor will be liable for all costs. This correction period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract, is in addition to other warranties provided by contract or law, and does not establish a time limit for damage.

- .1 If, in the Owner's opinion, the nonconforming Work either prevents the use of a portion of the facility and/or immediate response is required to prevent further damage or to restore security to prevent external entrance, and/or is a safety hazard (e.g. break in the waterline, sprinkler system failure, failure of the heating system, inability to close or lock exterior door, etc.), the Contractor shall initiate corrective work on site the same day if the Contractor is notified prior to noon, or by noon the following day if notified after noon, and shall complete corrective action within 48 hours.
- .2 If, in the Owner's opinion, the nonconforming Work has the potential becoming a safety hazard, of affecting internal security, or of limiting the use of the facility (e.g., potential loss of heat in a single classroom, failure of one or more plumbing fixtures, loose carpet seam in corridor, interior door lock not working, etc.), the Contractor shall initiate corrective work on site within two (2) working days and shall complete corrective action within five (5) working days.
- .3 If, in the Owner's opinion, the nonconforming Work does not have an impact on the use of the building, but must be fixed, (e.g., interior door closer broken, window cracked, wall covering seam coming loose, etc.), the Contractor shall initiate corrective work on site within fourteen (14) days and shall complete corrective action within twenty-eight (28) days.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or Separate Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced by the greater of the (1) cost of correction or (2) diminution of value of the Work that is not in accordance with the requirements of the Contract Documents. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the internal law of the place where the Project is located, without regard to its choice of law provisions.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 If a majority of the ownership or the control of Contractor is acquired by a third party, and such acquisition reasonably imperils performance or creates a conflict of interest that the Owner, in its sole discretion, cannot reasonably reconcile, then the Owner may terminate this Contract at any time pursuant to Section 14.2, except that the Owner shall give the Contractor thirty (30) days written notice of termination and the opportunity for the Contractor to cure prior to termination.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to the designated representative as identified in Sections 8.3 and 8.4 of the A101, or to an officer of the corporation for which it was intended; or if delivered at, or sent by facsimile, registered or certified mail, or by courier service providing proof of delivery to, the last business address known to the party giving notice. The date of written notice shall be the earlier of the date of personal delivery, actual receipt by facsimile, or three (3) calendar days after the date of postmark.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law. The Contractor's sole remedy for claims, disputes and other matters in question of the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or breach thereof, except claims which have been waived under the terms of the Contract Documents, however, is the dispute resolution procedure of Article 15.

§ 13.4.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4.3 If any portion of this Contract is held to be void or unenforceable, the remainder of the Contract shall be enforceable without such portion.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections, and approvals of portions of the Work shall be made at an appropriate time and as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to or provided by the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of necessary tests, inspections, and approvals, except that the Contractor will be responsible for any costs of retesting and any extra costs caused by the Contractor. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. The independent testing agency shall prepare the test reports, logs and certificates applicable to the specific inspections and tests and promptly and simultaneously deliver the specified number of copies of them to the designated parties. The Owner shall bear costs of (1) tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If procedures for testing, inspection, or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall provide the Owner and Architect forty-eight (48) hours' notice prior to all tests and inspections.

§ 13.5.7 The Owner is responsible under the Contract Documents, law or regulation to pay only for an inspection of any inspector, consultant or Architect, the Owner shall be required to pay only for the first actual inspection. If the Contractor arranges for an inspection and an extra cost is incurred because the inspector is required to wait, to leave without inspecting, to perform a partial inspection, to return to complete or reinspect, or otherwise to expend time other than for the primary inspection, the Contractor shall be responsible for all such costs to the extent caused by the Contractor. If the Contractor does not pay the charges for which it is responsible within thirty (30) days of billing, the Owner has the option to pay the charges directly and back charge the Contractor on the next progress payment for the amount paid plus a 10% handling fee.

§ 13.5.8 No acceptance by the Owner of any Work shall be construed to result from any inspections, tests or failures to inspect to test by the Owner, the Owner's representatives, the Architect or any other person. No inspection, test, failure to inspect or test, or failure to discover any defect or nonconformity by the Owner, the Owner's

representatives, the Architect or any other person shall relieve the Contractor of its responsibility for meeting the requirements of the Contract Documents or impair the Owner's right to reject defective or nonconforming items or right to avail itself of any other remedy to which the Owner may be entitled, notwithstanding the Owner's knowledge of the defect or nonconformity, its substantiality or the ease of its discovery. Entities performing inspections and/or testing do not have the authority to direct the Contractor's means and methods and are not agents or representatives of the Owner or Architect. Inspections which meet the requirements of code shall not override the requirements of the Contract Documents, which may be more stringent.

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest as specified by RCW 39.76, not to exceed the Bank of America prime rate plus 2%.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected the Agreement, and with the shorter of the time period specified by applicable law and the time limits identified in this Agreement. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

§ 13.8 STATUTES AND OTHER REQUIREMENTS

The Contractor shall abide by the provisions of all applicable Washington statutes and regulations. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be a complete list and should not be relied upon as such.

§ 13.8.1 Contractor Registration and Related Requirements. Pursuant to RCW 39.06, "Registration, Licensing of Contractors," the Contractor shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27, "Registration of Contractors." The Contractor shall: have a current state unified business identifier number; have industrial insurance coverage for the Contractor's employees working in Washington as required in Title 51 RCW; have an employment security department number as required in Title 50 RCW; have a state excise tax registration number as required in Title 82 RCW and ; not be disqualified from bidding on a public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

§ 13.8.2 Law against Discrimination. The Contractor shall comply with pertinent statutory provisions relating to public works of RCW 49.60, "Discrimination."

§ 13.8.3 Provisions for Aged and Handicapped Persons. Contractor shall comply with pertinent statutory provisions relating to public works of RCW 70.92, "Provisions in Buildings for Aged and Handicapped Persons," and the Americans with Disabilities Act.

§ 13.8.4 Safety Standards. The Contractor shall comply with pertinent provisions of RCW 49.17, "Washington Industrial Safety and Health Act," and Chapter 296-155 WAC, "Safety Standards for Construction Work."

§ 13.8.5 Unemployment Compensation. Pursuant to RCW 50.24, "Contributions by Employers," in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the commissioner.

§ 13.8.6 Drug-Free Workplace. The Contractor and all Subcontractors of any tier shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

§ 13.8.7 Tobacco-Free Environment. Pursuant to RCW 28A.20.310, smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products is prohibited on all school district property.

§ 13.8.8 Weapons-Free Environment. The Contractor and its employees, agents, and Subcontractors of any tier shall not bring onto the Project site or onto any Owner property any firearm or any other type of weapon described in either RCW 9.41.280(1) or RCW 9.41.250. Any person violating this Section shall immediately be removed from the Work, and such a violation shall be grounds for termination of this Agreement for cause at the Owner's discretion.

§ 13.8.9 Asbestos Removal. To the extent this Project involves asbestos removal, the Contractor shall comply with Chapter 49.26 RCW, "Health and Safety--Asbestos," and any provisions of the Washington Administrative Code promulgated thereunder, and the applicable section of the Specifications should be viewed for possible insurance required for the applicable Subcontractor.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 Except as provided by RCW 60.28.080, the Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has improperly not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, under direct or indirect contract with the Contractor, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven (7) days' written notice to the Owner and Architect (during which period the Owner has the opportunity to cure), terminate the Contract and recover from the Owner payment for Work properly executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit on Work executed direct costs incurred by reason of such termination and direct damages. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.

§ 14.1.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' written notice to the Owner and the Architect (during which period the Owner has the opportunity to cure), terminate the Contract and recover from the Owner as provided in Section 14.1.3. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may, upon seven (7) days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work or the Contract for cause if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 materially disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority having jurisdiction; or

- .4 fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time; or
- .5 is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency; or
- .6 fails to comply with the provisions of RCW 28A.400.330 by permitting a worker on the Project having contact with children who has been convicted of or pled guilty to a felony crime involving children as described in Section 3.4.3; or
- .7 otherwise is guilty of a material or substantial breach of or default under a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor on all or a portion of the Work and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4;
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work; and
- .4 Take or direct any or all of the actions in Section 14.5.1

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall survive termination of the Contract.

§ 14.2.5 If the Owner terminates a portion of the Work, the Contractor shall continue the performance of the remainder of the Work in accordance with the Contract Documents to the extent not terminated.

§ 14.2.6 If, after the Contractor has been terminated pursuant to this Section 14.2 or otherwise for cause, it is determined that none of the circumstances set forth in Section 14.2.1 exists, then such termination shall be considered a termination for convenience pursuant to Section 14.4.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for changes in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall be consistent with the terms of the Contract Documents. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment consistent with the Contract Documents for Work properly executed, and costs necessarily incurred by reason of such termination (such as the cost of settling and paying claims arising out of termination of Work under subcontracts or orders), along with reasonable profit on the Work not executed, not to exceed two and a half percent (2.5%) of the Cost of the Work not performed. The total sum to be paid to the Contractor under this Section 14.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made, by the larger of (1) the actual value or (2) the scheduled value of Work not terminated, and as otherwise permitted by this Contract. The amounts payable to the Contractor shall exclude the fair value of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner or to a buyer pursuant to Sections 14.5.1.6 or 14.5.1.7.

§ 14.5 EFFECTS OF TERMINATION BY OWNER

§ 14.5.1 Unless the Owner directs otherwise, after receipt of a Notice of Termination from the Owner pursuant to Section 14.2 or 14.4, the contractor shall promptly:

- .1 stop Work under the Contract on the date and as specified in the Notice of Termination;
- .2 place no further orders or subcontracts for material, equipment, services or facilities, except as may be necessary for completion of any portion of the Work that is not terminated;
- .3 procure cancellation of all orders and subcontracts, upon terms acceptable to the Owner, to the extent that they relate to the performance of Work terminated;
- .4 assign to the Owner all of the right, title and interest of the Contractor under all orders and subcontracts, as directed by the Owner, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- .5 with the Owner's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Owner;
- .6 transfer title and deliver to the entity or entities designated by the Owner the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;
- .7 use its best efforts to sell any property of the types referred to in Section 14.5.1.6 The Contractor shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the Owner to the Contractor;
- .8 take such action as may be necessary or as directed by the Owner to preserve and protect the Work and property related to this Project in the possession of the Contractor in which the Owner has an interest; and
- .9 continue performance only to the extent not terminated.

§ 14.5.2 In arriving at any amount due the Contractor after termination, the following deductions shall be made:

- .1 all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Contract;
- .2 any claim the Owner may have against the Contractor;
- .3 an amount necessary to protect the Owner against outstanding or potential liens or claims; and
- .4 the agreed price for or the proceeds of sale of any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Section 14.5.1.7, and not otherwise recovered by or credited to the Owner.

§ 14.5.3 If (and only if) the termination pursuant to Section 14.4 is partial the Contractor may file a Claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract. Any claim by the Contractor for an equitable adjustment under this Section must be asserted within sixty (60) days from the effective date of the partial Termination.

§ 14.5.4 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under the Contract Documents.

§ 14.5.5 The Contractor shall, from the effective Date of Termination until the expiration of three (3) years after final settlement under this Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, and without charge to the Owner, all books, records, documents, photographs and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the terminated Work. The Owner may have costs reimbursable under this Article 14 audited and certified by independent certified public accountants selected by the Owner, who shall have full access to all the books and records of the Contractor.

§ 14.5.6 The damages and relief from termination by the Owner specifically provided in Article 14 shall be the Contractor's sole entitlement in the event of termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be initiated in writing and include the information and substantiation required by the Contract Documents. Neither a Request for Information, nor a Construction Change Directive, nor a Change Order, nor a reservation of rights, nor minutes of a meeting, nor a Daily Report, nor any log entry, nor an Owner's request for or the Contractor's response to a Change Order proposal or a Proposal Request, nor a notice of a potential or future Claim shall constitute a Claim.

§ 15.1.3 Continuing Contract Performance Pending final resolution of a Claim, including the dispute resolution process and except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and maintain the Contractor's Construction Schedule, and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided herein shall be given before proceeding to execute the Work, and a written notice and written Claim must be made in accordance with this Article 15, or it will be waived. If the Contractor believes additional cost is involved for reason including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, a Claim shall be filed in accordance with this Article 15. The Contractor shall not be entitled to an increase in the Contract Sum or Contract Time arising out of an error or conflict in or among the Contract Documents where the Contractor failed adequately to review the Contract Documents or failed to report the error or conflict to the Owner and Architect in a timely manner consistent with the requirements of the Contract Documents. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given, and a written Claim must be made in accordance with Article 15, or it will be waived. The Contractor's Claim shall include an estimate of any cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Any adjustment in the Contract Time arising from a Change or a Claim shall be limited to the change in the actual critical path of the Project directly caused thereby. If

the delay was not caused by the Owner, the Contractor, a Subcontractor of any tier, or the Architect, or anyone acting on behalf of any of them, the Contractor is entitled only to an increase in the Contract Time in accordance with the Contract Documents but not a change in the Contract Sum. If the delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction, and that the Work was on schedule (or not behind schedule through the fault of the Contractor) at the time the adverse weather conditions occurred. Neither the Contract Time nor the Contract Sum will be adjusted for normal inclement weather. The Contractor shall be entitled to a change in the Contract Time only (but not a change in the Contract Sum) if the Contractor can substantiate to the reasonable satisfaction of the Owner and Architect that there was materially greater than normal inclement weather considering the full term of the Contract Time and using a ten-year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the locale closest to the Project, and that the alleged abnormal inclement weather actually extended the critical path of the Work. The change in the Contract Time shall be provisional until Substantial Completion has been achieved, at which time the change in the Contract Time shall be the extent to which the total net accumulated number of calendar days lost due to inclement weather from commencement of the Work until Substantial Completion exceeds the total net accumulated number to be expected for the same period from the aforesaid data.

§ 15.1.6 Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes without limitation:

- .1 damages incurred by the Owner for rental expenses, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, for losses on other projects, for loss of profit, and for interest or financing costs.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of damages specified in the A101 Agreement or liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, or to preclude an obligation of the Contractor to indemnify the Owner for direct, indirect or consequential damages alleged by a third party.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

§ 15.2.1 In an effort to reduce the incidence and costs to all parties of extended disputes, all Claims, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof, except claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following alternative dispute resolution procedure unless the parties mutually agree in writing otherwise. To the extent that the Owner and Contractor agree to any partnering process to help resolve disputes, such processes shall be in addition to, and not in place of, the mandatory dispute resolution procedures in the Contract Documents.

§ 15.2.2 Except for Claims requiring notice before proceeding with the affected Work as otherwise described in the Contract Documents, the Contractor shall submit a written notice of any claim to the Owner and the Architect within fourteen (14) days of the occurrence of the event giving rise to such Claim and shall include a clear description of the event leading to or causing the Claim. For all Claims, the Contractor shall submit a written Claim as provided herein within thirty (30) days of submitting the notice. Claims shall include a clear description of the Claim and any proposed change in the Contract Sum (showing all components and calculations) and/or Contract Time (showing cause and analysis of the resultant delay in the critical path and other information reference in section 8.3.2) and shall provide data fully supporting the Claim, including without limitation a complete explanation as to why the relief sought is not within the scope of the Contract Documents. The Contractor may delay submitting data by an additional fourteen (14) days if it notifies the Owner in its Claim that substantial data must be assembled. Failure to properly submit the notice or Claim shall constitute waiver of the Claim. The Claim shall be deemed to include all

changes, direct and indirect, in cost and in time to which the Contractor (and Subcontractors of any tier) is entitled and may not contain reservations of rights without the Owner's written approval; any such unapproved reservations of rights shall be without effect. Any claim of a Subcontractor of any tier may be brought only through, and after review by, the Contractor. For the purposes of calculating such time periods, an "event giving rise to a Claim" is not a Request for Information but rather is a response that the Contractor believes would change the Contract Sum and/or Contract Time. The fact that the Owner and the Contractor may consider, discuss or negotiate an untimely or waived Claim shall in no way be deemed to constitute a waiver of any notice or other provisions of the Contract Documents.

§ 15.2.3 All notices and Claims shall be made in writing as required by the Contract. Any notice of a Claim of the Contractor against the Owner and any Claim of the Contractor, whether under the Contract or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract. No act, omission or knowledge, actual or constructive, of the Owner or the Architect shall in any way be deemed to be a waiver of the requirement for timely written notice and a timely written Claim unless the Owner and the Contractor sign an explicit, unequivocal written waiver approved by the Owner's Board of Directors. The fact that the Owner and the Contractor may consider, discuss, or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute a waiver of the provisions of the Contract Documents unless the Owner and Contractor sign an explicit, unequivocal waiver approved by the Owner's Board of Directors. The Contractor expressly acknowledges and agrees that the Contractor's failure to timely submit required notices and/or timely submit Claims has a substantial impact upon and prejudices the Owner, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, the parties stipulate that the Owner is prejudiced by the Contractor's failure to timely submit notices and/or Claims as required by the Contract Documents, and that the Owner shall not be required to establish any actual prejudice in order to enforce the notice and Claim provisions of the Contract Documents.

§ 15.2.4 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but are not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.5 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by litigation.

§ 15.2.6 At any time following the Owner's receipt of the written Claim, the Owner may require that an officer of the Contractor, a principal of the Architect, and the Owner's Superintendent or designee (all with authority to settle) meet, confer, and attempt to resolve the Claim. If the Claim is not resolved during such meeting, the Contractor may bring no litigation against the Owner unless the Claim is first subject to nonbinding mediation as described in this Article 15. This mediation requirement cannot be waived except by an explicit written waiver by both parties.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived, shall be subject to mediation as a condition precedent to initiation of binding dispute resolution. This requirement cannot be waived except by explicit written waiver signed by the Owner and the Contractor.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be filed in writing with the other party to the Contract, and the parties shall promptly attempt to mutually agree upon a mediator. If the parties have not reached agreement on a mediator within thirty (30) days of the request, either party may file the request with the American Arbitration Association or such other alternative dispute resolution service to

which the parties mutually agree, with a copy to the other party, and the mediation shall be administered by the American Arbitration Association (or other agreed service) in accordance with its Construction Industry Mediation Procedures currently in effect. A request for mediation shall be made in writing and delivered to the other party to the Contract. Mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 The parties to the mediation shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.4 An officer of the Contractor and the Owner's Superintendent or designee must attend the mediation session with authority to settle the Claim. To the extent there are other parties in interest, such as the Architect or Subcontractors, their representatives, also with authority to settle the Claim, shall also attend the mediation session. Unless the Owner and the Contractor mutually agree in writing otherwise all unresolved Claims shall be considered at a single mediation session that shall occur after Substantial Completion but prior to Final Acceptance by the Owner.

§ 15.4 LITIGATION

§ 15.4.1 The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the procedures of this Article 15. The Contractor shall have the burden to demonstrate in any litigation that it has complied with all requirements of this Article 15. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion approved in writing by the Owner or (b) ninety 90 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. The pendency of a mediation (the time period between the written request and the date of mediation) shall toll these deadlines until the earlier of the mediator providing written notice to the parties of impasse or thirty (30) days after the date of the mediation session. Neither the Contractor nor a Subcontractor of any tier, whether claiming under a bond or lien statute or otherwise, shall be entitled to attorneys' fees directly or indirectly from the Owner (but may recover attorneys' fees from the bond or statutory retainage fund itself to the extent allowable under law).

§ 15.4.1.1 The Owner may join the Contractor as a party to any litigation or arbitration involving the alleged fault, responsibility, or breach of contract of the Contractor or Subcontractor of any tier.

These Supplemental Conditions form a part of, and are incorporated in, the Contract Documents and modify, delete, add, and replace provisions of the General Conditions. Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meaning in these Supplemental Conditions unless clearly indicated otherwise.

PART 1
COVID-19 MITIGATION

1. Contractor will prepare and carry out a COVID-19 safety plan for completion of the Work ("Safety Plan") consistent with the then-current health and safety protocols of the Owner. The Safety Plan will also be consistent with the then-current orders and guidance of the U.S. Centers for Disease Control and Prevention, Washington State Department of Health, relevant county public health officials, and other federal, state, and local government authorities with jurisdiction.
2. The Safety Plan will provide for implementation of protective measures to mitigate the spread of SARS-CoV-2 among and between the workers of Contractor, Subcontractors of any tier, the Owner's personnel, and members of the public who may be present. At a minimum, the Safety Plan will require workers on the Project to practice adequate social distancing, use appropriate personal protective equipment, not report to work when sick or experiencing symptoms of COVID-19, and promptly report diagnosis with COVID-19 to Contractor. Contractor will require compliance with the Safety Plan in each contract and subcontract entered into related to the Project.
3. No later than the first day that work on the Project commences at the Project site, Contractor will post a copy of the Safety Plan at the site where other safety notices are made available to workers and will distribute a paper and/or electronic copy of the Safety Plan to the Owner, each worker, and each Subcontractor of any tier (including updated copies if any subsequent amendments are made).
4. Until the date of final completion of the Project, Contractor will periodically update the Safety Plan as orders and guidance of government authorities with jurisdiction change.
5. Should Contractor have reasonable cause to believe that any worker of Contractor or a Subcontractor of any tier who has worked at the Project site has COVID-19, Contractor will immediately (1) exclude that worker from the Project site and (2) inform the Owner.
6. Without limiting any of the foregoing, Contractor will comply with all relevant aspects of Engrossed Substitute Senate Bill 5115, Chapter 252, Laws of 2021, including without limitation notification of potential exposure and accommodation of high-risk employees, as enacted by the Washington Legislature and codified in the Revised Code of Washington.
7. Without limiting any of the foregoing, Contractor will exclude from working on the Owner's real property any of Contractor's owners, officers, or employees who are not fully vaccinated against COVID-19 while Governor Jay Inslee's Proclamation 21-14.1 (as currently exists or subsequently amended) remains in effect. Contractor agrees that it will comply with Section 4 of Proclamation 21-14.1, including, without limitation, by providing a signed declaration in substantially the form prescribed in RCW 5.50.050 declaring that Contractor has met the requirements of said Section 4 at such times as the Owner may

request. Contractor will include the requirements of this Section 7 in all Subcontracts for the Project.

- END OF COVID-19 SUPPLEMENTAL CONDITIONS -

These Supplemental Conditions form a part of, and are incorporated in, the Contract Documents and modify, delete, add, and replace provisions of the General Conditions. Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meaning in these Supplemental Conditions unless clearly indicated otherwise.

If the Project receives federal funding, add the following conditions:

PART 1
NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

1. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

1.4 The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

1.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

1.8 The Contractor will include the text immediately preceding Section 1.1 and the text of Sections 1.1 through 1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.9 The Owner agrees that it will be bound by the above equal-opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the Owner so participating is a State or local government, the above equal-opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in Work on or under the Contract.

1.10 The Owner will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal-opportunity clause and the rules, regulations, and relevant orders of the U.S. Secretary of Labor, furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

1.11 The Owner further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to said Executive Order and will carry out such sanctions and penalties for violation of the equal-opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the U.S. Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Owner agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Owner under the program with

respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Owner; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Compliance with the Davis-Bacon Act.

2.1 Minimum wages.

2.1.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 2.1.7; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Section 2.4. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under Sections 2.1.2 through 2.1.5) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2.1.2 The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

2.1.2.1 The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2.1.2.2 The classification is utilized in the area by the construction industry; and

2.1.2.3 The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

2.1.3 If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

2.1.4 In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

2.1.5 The wage rate (including fringe benefits where appropriate) determined pursuant to Sections 2.1.3 through 2.1.4, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2.1.6 Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

2.1.7 If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2.2 **Withholding.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the

suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

2.3 Payrolls and basic records.

2.3.1 Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2.3.2 The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate federal agency if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the appropriate federal agency if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

2.3.3 Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or

supervises the payment of the persons employed under the Contract and shall certify the following:

2.3.3.1 That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2.3.3.2 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

2.3.3.3 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

2.3.4 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by Section 2.3.3.

2.3.5 The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

2.3.6 The Contractor or Subcontractor shall make the records required under Section 2.3.1 available for inspection, copying, or transcription by authorized representatives of the Owner or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

2.4 Apprentices and trainees.

2.4.1 **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work

force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2.4.2 Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2.4.3 Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

2.5 **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

2.6 **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Owner may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.

2.7 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a Subcontractor as provided in 29 CFR 5.12.

2.8 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

2.9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

2.10 **Certification of eligibility.**

2.10.1 By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

2.10.2 No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

2.10.3 The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

3. **Compliance with the Contract Work Hours and Safety Standards Act.**

3.1 **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

3.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of Section 3.1, the Contractor and any Subcontractor responsible therefor shall be liable

for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District, or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 3.1 in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in Section 3.1.

3.3 Withholding for unpaid wages and liquidated damages. The Contractor shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 3.2.

3.4 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in Sections 3.1 through 3.4 and also a clause requiring the Subcontractors to include these clauses in any lower-tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in Sections 3.1 through 3.4.

4. Clean Air Act and Federal Water Pollution Control Act.

4.1 Clean Air Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office and other appropriate regulatory entity. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

4.2 Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office and other appropriate regulatory entity. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

5. Debarment and Suspension.

5.1 This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) is excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.2 The Contractor must comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.

5.3 This certification is a material representation of fact relied upon by the Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Owner, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

6. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors and Subcontractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient, who in turn will forward the certification(s) to the federal awarding agency.

- END OF FEDERAL SUPPLEMENTAL CONDITIONS -

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the [] day of [] in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Longview School District No 122
2715 Lilac Street
Longview, WA 98632

and the Contractor:
(Name, legal status, address and other information)

For the following Project:
(Name, location and detailed description)

Mark Morris High School Locker Rooms Renovation
1602 Mark Morris CT, Longview, WA 98632

The Architect:
(Name, legal status, address and other information)

Collins Architectural Group, P.S.
950 12th Ave, Longview, WA 98632

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

| | |
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| 1 | THE CONTRACT DOCUMENTS |
| 2 | THE WORK OF THIS CONTRACT |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM |
| 5 | PAYMENTS |
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DOCUMENTS EXHIBIT A INSURANCE AND

BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the entire Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date established in a notice to proceed issued by the Owner.

On-site work can commence on June 20th, 2020.

If, prior to the commencement of Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than follows: **August 25th, 2022** or as extended by change order due to supply chain issues not under the control of the contractor.

Portion of Work

All of the Work

, Subject to adjustments of the Contract Time as provided in the Contract Documents, and shall achieve Final Completion no later than thirty (30) days after achieving Substantial Completion.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial completion on time or for bonus payments for early completion of the Work.)

If the Contractor does not Substantially Complete the Work by the date noted above, the Owner will be forced to incur substantial expenses for extended costs and to coordinate the Project work with the school activities. For that reason, liquidated damages shall be assessed for each calendar day after the Contract Time that Substantial Completion is not timely achieved, in the amount of \$250 per calendar day. Liquidated Damages shall be assessed for each day that Final Completion is not timely achieved at \$250 per calendar day. These amounts are cumulative and shall both be assessed for any day that any one of these dates are not met.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ (\$ _____), plus sales tax, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the owner.

Alternate(s)

| |
|--|
| |
|--|

§ 4.3 Unit prices, if any, these descriptions are summary in nature, and the scope of this work is described in the Contract Documents:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| | | |

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

| Item | Price |
|------|-------|
| | |

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 The Owner shall make payment of the amount certified to the Contractor as provided in the Contract Documents.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent approved schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2017, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, (or, if approved in advance by the Owner, suitably stored and insured off the site at a location agreed upon in writing), less retainage of Five percent (5.00%);
- .3 Subtract the aggregate of any amounts previously paid by the Owner; and
- .4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Article 9 of AIA Document A201-2017.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-eight percent (98%) of the Contract Sum (See Section 9.2.5 of the A201 regarding the final two percent (2%) of the Contract Sum to be paid after Substantial Completion), less such amounts as the Owner shall determine for incomplete Work, statutory retainage applicable to such work, unsettled claims, and other amounts specified in the Contract Documents; and
(Section 9.8.5 of AIA Document A201-2017 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2017.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Per statute and the Contract Documents.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Owner, and
- .3 Final Acceptance has occurred.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than thirty (30) days after completion of all requirements listed in the revised A201-2017 General Conditions.

§ 5.2.3 Retainage shall be paid according to statute and the Contract Documents.

ARTICLE 6 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located
(Insert rate of interest agreed upon, if any).

Payment due and unpaid under the Contract Documents shall bear interest as specified by RCW 39.76, not to exceed the Bank of America Prime plus two percent per annum.

§ 8.3 The Owner's representative:

(Name, address, email address, and other information)

Patti Bowen
Director of Business Services
Longview School District
2715 Lilac St
Longview, WA 98632
pbowen@longview.k12.wa.us
360-575-7020

§ 8.4 The Contractor's representative:

(Name, address, email address, and other information)

<< >>
<< >>
<< >>
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<< >>
<< >>

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.6 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A201-2017, Standard Form of Agreement Between Owner and Contractor, as revised.

§ 9.1.2 The General Conditions are AIA Document A201-2017, General Conditions of the Contract for Construction, as revised.

§ 9.1.3 Any other Supplementary or other Conditions of the Contract are contained in the Project Manual dated May 3rd, 2022

§ 9.1.4 The Specifications are those contained in the Project Manual and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See attached Exhibit A

§ 9.1.5 The Drawings are those referenced in the Project Manual and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

ARCHITECTURAL

| | |
|------|-------------------------------------|
| A0.1 | COVER/SITE |
| A3.0 | FOOTBALL LOCKER PLAN DEMO |
| A3.1 | FOOTBALL LOCKER PLAN |
| A3.2 | GIRLS LOCKER PLANS |
| A9.1 | FOOTBALL LOCKER INTERIOR ELEVATIONS |
| A9.2 | GIRLS LOCKER INTERIOR ELEVATIONS |

§ 9.1.6 The Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2017.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2017.)

| | |
|--------------------------------|--|
| Type of Insurance or Bond | Limit of liability or bond amount (\$0.00) |
| See Revised General Conditions | See Revised General Conditions |

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

« »« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

EXHIBIT A

LONGVIEW SCHOOL DISTRICT
MARK MORRIS HIGH SCHOOL
LOCKER ROOMS RENOVATION
2021-29

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EXHIBIT A

LONGVIEW SCHOOL DISTRICT
MARK MORRIS HIGH SCHOOL
LOCKER ROOMS RENOVATION
2021-29

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SECTION 01 1000
SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Mark Morris High School Locker Rooms Renovation
- B. The Project consists of the renovation of the football locker room in the basement and renovation of the girls PE locker rooms at Mark Morris High School. Work scope includes, but is not limited to, new lockers, lighting, toilet partitions, ceilings, finishes and fixture trim. .

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Bid Proposal Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of alterations work is indicated on drawings.
- B. Owner will remove the following items before start of work:
 - 1. All personal effects within Work area.

1.04 WORK BY OWNER

- A. Owner will supply the following for installation by Contractor:
 - 1. New light fixtures.

1.05 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces within the Work area may be used for storage.
- E. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

1.07 WORK SEQUENCE

- A. Construct Work in stages during the construction period:
1. Stage 1: Complete 1 locker room in it's entirety ready for occupancy prior to starting work on the second locker room..
 2. Stage 2: Complete the 2nd locker room. .

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 1000

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 01 7800 - Closeout Submittals: Project record documents.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values within 10 days after date of Owner-Contractor Agreement.
- E. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- F. Include a line item of 3% of the contract amount for punchlist and closeout.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Not more frequently than once per month.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit electronic copy of each Application for Payment.
- J. When Architect requires substantiating information, submit data justifying dollar amounts in question.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Owner will issue instructions directly to Contractor.
- B. For other required changes, Owner will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Owner will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5 days.
- D. Contractor may propose a change by submitting a request for change to Owner, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Owner for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Owner.
- F. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- G. Execution of Change Orders: Owner will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.
 - 2. Certificate of Occupancy issued by the jurisdiction.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 2000

SECTION 01 2300
ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Price and Contract Time.

1.02 ACCEPTANCE OF Alternates

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

1.03 SCHEDULE OF Alternates

- A. Alternate No. 1 - Shower and Toilet Area Scope - both locker rooms: (Under Base Bid A)
 - 1. Base Bid A Item: Existing wall finish in the shower and toilet room areas remains (including staff area and locker rooms). Existing shower and toilet room plumbing and fixtures remain (excluding the staff room water closet and all lavatory/water closet/urinal trim which is replaced under Base Bid A). Existing girls and boys locker room bathroom partitions remain (staff room bathroom partition is replaced under Base Bid A).
 - 2. Alternate Item: Including but not limited to: New fluid applied wall finish system installed on all shower and toilet area walls (including half walls). New bathroom partitions and ADA grab bars in the girls locker room. New shower plumbing fixtures in both locker rooms with a stainless steel shroud in the girls locker room. See drawings for further details.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2500
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section - Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Substitution Request Form: Required form for substitution requests made prior to award of contract (During procurement).
- C. Section 01 3000 - Administrative Requirements: Submittal procedures, coordination.
- D. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project. Made during bidding period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- D. Limit each request to a single proposed substitution item.
 - 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING BIDDING

- A. Submittal Time Restrictions:
 - 1. Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
- B. Submittal Form:
 - 1. Submit substitution requests by completing the form attached to this section. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

3.03 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.

3.04 ACCEPTANCE

3.05 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

3.06 ATTACHMENTS

- A. A Substitution Request Form (During Bidding) required to be used on the Project is included after this section.

END OF SECTION 01 2500

SRF #: _____

PROJECT NAME: Longview School District
Mark Morris High School Locker Rooms Renovation **DATE OF REQUEST:** _____
PROJECT #: 2021-29

SPECIFIED ITEM:_____

PROPOSED SUBSTITUTION:_____

[illegible]

Signature_____

Firm _____

Address _____

Date _____

Telephone _____

For use by Design Consultant:

☐ Accepted ☐ Accepted as noted

☐ Not Accepted ☐ Received too late

By _____

Date_____

Remarks

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittals for review, information, and project closeout.
- F. Number of copies of submittals.
- G. Requests for Interpretation (RFI) procedures.
- H. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 6000 - Product Requirements: General product requirements.
- B. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to [Owner]:
 - 1. Requests for Interpretation (RFI).
 - 2. Shop drawings, product data, and samples.
 - 3. Manufacturer's instructions and field reports.
 - 4. Applications for payment and change order requests.
 - 5. Progress schedules.
 - 6. Coordination drawings.
 - 7. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 8. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract .

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittals for review, information, and project closeout.
- F. Number of copies of submittals.
- G. Requests for Interpretation (RFI) procedures.
- H. Submittal procedures.

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- A. Section 01 6000 - Product Requirements: General product requirements.
- B. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.

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- A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
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 - 3. Manufacturer's instructions and field reports.
 - 4. Applications for payment and change order requests.
 - 5. Progress schedules.
 - 6. Coordination drawings.
 - 7. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 8. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract .

6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Contractor's superintendent.
 4. Major subcontractors.
- C. Agenda:
 1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. Submit updated schedule with each Application for Payment.

3.04 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 2. Prepare in a format and with content acceptable to Owner.

- C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 - 3. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Discrete and consecutive RFI number, and descriptive subject/title.
 - 3. Issue date, and requested reply date.
 - 4. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 - 5. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. Review Time: [Owner will respond and return RFIs to Contractor within five calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
 - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- G. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 - 2. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.

3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.

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

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

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

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. General Requirements:
 1. Use a separate transmittal for each item.
 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 5. 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.
 6. Schedule submittals to expedite the Project, and coordinate submission of related items.
 7. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
- B. Product Data Procedures:
 1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:

1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

3.09 SUBMITTAL REVIEW

- A. Submittals for Review: Owner will review each submittal, and approve, or take other appropriate action.
- B. Owner's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

END OF SECTION 01 3000

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Tolerances.
- F. Defect Assessment.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner 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. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 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 Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.

2. Perform specified sampling and testing of products in accordance with specified standards.
 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 5. Perform additional tests and inspections required by Architect.
 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Owner, it is not practical to remove and replace the work, Owner will direct an appropriate remedy or adjust payment.

END OF SECTION 01 4000

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities located at the high school is not permitted.
- C. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

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

1.05 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.06 SECURITY - See Section 01 3553

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.07 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.

- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Designated existing on-site roads may be used for construction traffic.
- E. Owner will designate existing parking areas for use for construction parking.

1.08 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 5000

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

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

2.03 PRODUCT OPTIONS

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

2.04 MAINTENANCE MATERIALS

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

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

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

3.03 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Arrange storage of materials and products to allow for visual inspection for the purpose of determination of quantities, amounts, and unit counts.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
 - 1. Execute a formal supplemental agreement between Owner and Contractor allowing off-site storage, for each occurrence.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Prevent contact with material that may cause corrosion, discoloration, or staining.
- I. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- J. There is no storage area for product at any school location. Arrange for delivery when required for integration into the work.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 6000

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.
- E. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- F. Section 02 4100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

1.03 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.

1.04 COORDINATION

- A. See Section 01 1000 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

- E. Coordinate space requirements, supports, and installation of electrical work. Follow routing indicated for cabling as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.

- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- C. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic or storage upon new floor surfaces. If traffic or activity is necessary, obtain recommendations for protection from flooring material manufacturer.
- D. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpet and other surfaces to remove dust and debris from construction operations.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

3.09 CLOSEOUT PROCEDURES

- A. Accompany Owner on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Owner's Notice of Substantial Completion.
- B. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Owner's Substantial Completion inspection.
- C. Conduct Substantial Completion inspection and create Final Correction Punch List containing Owner's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Owner.
- D. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

END OF SECTION 01 7000

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Owner with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.

2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
1. Field changes of dimension and detail.
 2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- B. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- C. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 1. Description of unit or system, and component parts.
 2. Identify function, normal operating characteristics, and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include operating instructions.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

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

3.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION 01 7800

**SECTION 02 4100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

PART 2 PRODUCTS - NOT USED

2.01 MATERIALS

PART 3 EXECUTION

3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Do not begin removal until receipt of notification to proceed from Owner.
- B. Protect other elements that are not to be removed.
- C. Minimize production of dust due to demolition operations; do not use water if that will result in flooding.

3.02 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
- C. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, and Electrical): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.

4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
 1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch as specified for patching new work.

3.03 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 4100

SECTION 03 3000
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete formwork.
- B. Miscellaneous concrete elements, including locker bases.
- C. Concrete curing.

1.02 REFERENCE STANDARDS

- A. ACI 117 - Specifications for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
- B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; 1991 (Reapproved 2009).
- C. ACI 347R - Guide to Formwork for Concrete; 2014, with Errata (2017).
- D. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2018.
- E. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2021.
- F. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2021.
- G. ASTM C150/C150M - Standard Specification for Portland Cement; 2020.
- H. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2019.
- I. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 2021.
- J. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2012.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Mix Design: Submit proposed concrete mix design.
 - 1. Indicate proposed mix design complies with requirements of ACI 301, Section 4 - Concrete Mixtures.

1.04 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI 318.

PART 2 PRODUCTS

2.01 FORMWORK

- A. Formwork Design and Construction: Comply with guidelines of ACI 347R to provide formwork that will produce concrete complying with tolerances of ACI 117.
- B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.

2.02 CONCRETE MATERIALS

- A. Cement: ASTM C150/C150M, Type I - Normal Portland type.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
- C. Fly Ash: ASTM C618, Class C or F.
- D. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

2.03 BONDING AND JOINTING PRODUCTS

- A. Latex Bonding Agent: Non-redispersable acrylic latex, complying with ASTM C1059/C1059M, Type II.

2.04 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Normal Weight Concrete:
 - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 4,000 pounds per square inch.
 - 2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
 - 3. Water-Cement Ratio: Maximum 40 percent by weight.
 - 4. Maximum Aggregate Size: 5/8 inch.

2.05 MIXING

- A. Transit Mixers: Comply with ASTM C94/C94M.
- B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in accordance with bonding agent manufacturer's instructions.
 - 1. Use latex bonding agent only for non-load-bearing applications.

3.03 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.

3.04 CONCRETE FINISHING

- A. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/4 inch or more in height. Provide finish as follows:
 - 1. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24 hours after form removal.
- B. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:

1. Other Surfaces to Be Left Exposed: Trowel as described in ACI 302.1R, minimizing burnish marks and other appearance defects.
- C. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains at 1:100 nominal.

3.05 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

3.06 PROTECTION

- A. Do not permit traffic over unprotected concrete surface until fully cured.

END OF SECTION 03 3000

SECTION 06 6100
QUARTZ SURFACING FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Quartz shower half wall caps.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified component products, electrical characteristics and connection requirements.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Deliver no components to project site until ready for installation.
- B. Store components indoors prior to installation.
- C. Hand materials to prevent damage to finished surfaces.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store products under cover, elevated above grade, and in a dry, well-ventilated area not exposed to heat or sunlight. Protect from moisture damage.
- B. Handle products to prevent damage to edges, ends, or surfaces.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide manufacturer's 10-year warranty against defects in materials.
- C. Warranty shall provide material to repair or replace defective materials.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Quartz fabrications:
 - 1. Cambria: www.cambriausa.com; www.corianquartz.com
 - 2. Pental: pentalquartz.com
 - 3. Silestone USA: .
 - 4. Cosentino: www.consention.com
 - 5. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MATERIALS

- A. Homogeneous quartz surfaces material.
- B. Material shall have minimum physical and performance properties as specified:
 - 1. Thickness: 3cm (1-1/8 inch)
 - 2. Edge treatment: 1/2" bullnose on ends and sides.

3. Seam width: Less than 1/8"
4. Smoke Developed Index: <50
5. Abrasion Resistance: 139 per ASTM C 501

2.03 FASTENINGS

- A. Adhesive: As recommended by the manufacturer for application; not containing formaldehyde or other volatile organic compounds.

2.04 ACCESSORIES

- A. Joint adhesive:
 1. Manufacturer's approved adhesive to create color-matched seam.

2.05 FINISH

- A. Color: Color as selected from manufacturer's standard colors.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joint preparation and affected dimensions are acceptable.

3.02 FABRICATION

- A. Fabricate components to greatest extent practical to sizes and shapes indicated, in accordance with approved shop drawings and manufacturer's printed instructions and technical bulletins.
- B. Form joints, if required, between components using manufacturer's standard joint adhesives. Secure adjacent quartz surfaces with vacuum clamps until adhesive hardens.

3.03 INSTALLATION

- A. Install components in accordance with approved shop drawings and manufacturer's instructions.
- B. Align work plumb and level.
- C. Rigidly anchor sill to substrate with continuous beads of 100% silicone. Anchor apron to vertical wall surface with mounting adhesive around perimeter. In addition, apply 1/4 inch mounting adhesive bead every 8 inches on center.

3.04 CLEANING

- A. Clean and polish surfaces in accordance with manufacturer's instructions.

3.05 PROTECTION

- A. Protect installed wall caps from subsequent construction operations.

END OF SECTION 06 6100

SECTION 07 9200
JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015.
- B. ASTM C834 - Standard Specification for Latex Sealants; 2017.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
- E. SCAQMD 1168 - Adhesive and Sealant Applications; 1989 (Amended 2017).

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 - 1. Dow: www.dow.com/#sle.
 - 2. Hilti, Inc: www.us.hilti.com/#sle.
 - 3. QUIKRETE Companies: www.quikrete.com/#sle.
 - 4. Sika Corporation: www.usa.sika.com/#sle.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.

2.02 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

2.03 NONSAG JOINT SEALANTS

- A. Silicone Sealant: ASTM C920, Grade NS, Use T; single-component, explicitly approved by manufacturer for traffic exposure when recessed below traffic surface; not expected to withstand continuous water immersion.
 - 1. Movement Capability: Plus 100 percent and minus 50 percent, minimum.
- B. Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.

1. Movement Capability: Plus and minus 25 percent, minimum.
 2. Hardness Range: 15 to 35, Shore A, when tested in accordance with ASTM C661.
 3. Color: Match adjacent finished surfaces.
 4. Manufacturers:
 - a. Fortifiber Building Systems Group; Moistop Sealant: www.fortifiber.com/#sle.
 - b. Momentive Performance Materials, Inc/GE Silicones; SCS2700 SilPruf LM (Low Modulus) - Silicone Weatherproofing Sealant: www.siliconeforbuilding.com/#sle.
 - c. Pecora Corporation; Pecora 860: www.pecora.com/#sle.
 - d. Sherwin-Williams Company; Silicone Rubber All Purpose Sealant: www.sherwin-williams.com/#sle.
 - e. Sika Corporation; Sikasil WS-295: www.usa.sika.com/#sle.
- C. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
1. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 2. Color: Paintable.
 3. Manufacturers:
 - a. Sherwin-Williams Company; Stampede 2NS Polyurethane Sealant: www.sherwin-williams.com/#sle.
 - b. Sika Corporation; Sikaflex-15 LM: www.usa.sika.com/#sle.
 - c. Tremco Commercial Sealants & Waterproofing; Dymeric 240 FC: www.tremcosealants.com/#sle.
 - d. Tremco Commercial Sealants & Waterproofing; Vulkem 116: www.tremcosealants.com/#sle.
- D. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
1. Color: To be selected by Architect from manufacturer's [] range, paintable.
 2. Manufacturers:
 - a. Sherwin-Williams Company; 850A Acrylic Latex Caulk: www.sherwin-williams.com/#sle.
 - b. Top Gun, a brand of PPG Architectural Coatings; Top Gun 200: www.ppgpaints.com/#sle.
 - c. Tremco Commercial Sealants & Waterproofing; Tremflex 834: www.tremcosealants.com/#sle.

2.04 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- D. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION 07 9200

**SECTION 08 1416
FLUSH WOOD DOORS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Flush wood doors; flush configuration; non-rated.

1.02 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1; 2017, with Errata (2019).

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Warranty, executed in Owner's name.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section, with not less than three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging, and inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic; do not store in damp or wet areas or areas where sunlight might bleach veneer; seal top and bottom edges with tinted sealer if stored more than one week, and break seal on site to permit ventilation.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Interior Doors: Provide manufacturer's warranty for 2 years.
- C. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Wood Veneer Faced Doors:
 - 1. Eggers Industries: www.eggersindustries.com.
 - 2. Marshfield DoorSystems, Inc: www.marshfielddoors.com.
 - 3. Oregon Door; Architectural Series: www.oregondoor.com/#sle.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

2.02 DOORS

- A. Doors:

1. Quality Standard: Custom Grade, Heavy Duty performance, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
 2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches thick unless otherwise indicated; flush construction.
1. Provide solid core doors at each location.

2.03 DOOR CORES

- A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), plies and faces as indicated.

2.04 DOOR FACINGS

- A. Veneer Facing for Transparent Finish: White birch, veneer grade in accordance with quality standard indicated, plain sliced (flat cut), with book match between leaves of veneer, running match of spliced veneer leaves assembled on door or panel face.
- B. Facing Adhesive: Type I - waterproof.

2.05 DOOR CONSTRUCTION

- A. Fabricate doors in accordance with door quality standard specified.
- B. Cores Constructed with stiles and rails:
1. Provide solid blocks at lock edge for hardware reinforcement.
 2. Provide solid blocking for other throughbolted hardware.
- C. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- D. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
- E. Provide edge clearances in accordance with the quality standard specified.

2.06 FINISHES - WOOD VENEER DOORS

- A. Finish work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 5 - Finishing for grade specified and as follows:
1. Transparent:
 - a. System - 11, Polyurethane, Catalyzed.
 - b. Stain: To match stained doors within the building.
 - c. Sheen: Flat.
- B. Seal door top edge with color sealer to match door facing.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

3.02 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
1. Install exterior doors in accordance with ASTM E2112.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.

- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.

3.03 TOLERANCES

- A. Comply with specified quality standard for fit and clearance tolerances.
- B. Comply with specified quality standard for telegraphing, warp, and squareness.

3.04 ADJUSTING

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust closers for full closure.

END OF SECTION 08 1416

SECTION 09 0561
COMMON WORK RESULTS FOR FLOORING PREPARATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This section applies to floors identified in Contract Documents that are receiving the following types of floor coverings:
 - 1. Resilient sheet.
- B. Preparation of existing concrete floor slabs for installation of floor coverings.
- C. Testing of concrete floor slabs for moisture and alkalinity (pH).
- D. Patching compound.
- E. Remedial floor coatings.

1.02 REFERENCE STANDARDS

- A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens); 2020b.

1.03 SUBMITTALS

- A. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
 - 1. Moisture and alkalinity (pH) limits and test methods.
 - 2. Manufacturer's required bond/compatibility test procedure.
- B. Adhesive Bond and Compatibility Test Report.

1.04 QUALITY ASSURANCE

- A. Contractor may perform adhesive and bond test with Contractor's own personnel or hire a testing agency.
- B. Contractor's Responsibility Relating to Independent Agency Testing:
 - 1. Provide access for and cooperate with testing agency.
 - 2. Confirm date of start of testing at least 10 days prior to actual start.
 - 3. Allow at least 4 business days on site for testing agency activities.
 - 4. Achieve and maintain specified ambient conditions.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, handle, and protect products in accordance with manufacturer's instructions and recommendations.
- B. Deliver materials in manufacturer's packaging; include installation instructions.
- C. Keep materials from freezing.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Patching Compound - Remedial Floor Coating: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:

1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor covering and capable of being feathered to nothing at edges and up to 1/2" thick.
 2. Trowel-grade, rapid drying.
 3. Compressive Strength: 3000 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C472, whichever is appropriate.
 4. Products:
 - a. Ardex MRF.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- B. Remedial Floor Coating: Single-layer 100% solids epoxy coating intended by its manufacturer to resist water vapor transmission up to 100% RH, resistant to the level of alkalinity (pH) found, and suitable for adhesion of flooring without further treatment.
1. Products:
 - a. ARDEX Engineered Cements; ARDEX MC RAPID: www.ardexamericas.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 CONCRETE SLAB PREPARATION

- A. Perform following operations in the order indicated:
1. Existing concrete slabs with existing tile, paint or epoxy coverings:
 - a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
 - b. Shotblast and remove existing surfaces of epoxy flooring.
 - c. Abrade tile and concrete flooring to promote adhesion of subsequent products.
 2. Preliminary cleaning.
 3. Moisture vapor emission tests; 3 tests in the first 1000 square feet and one test in each additional 1000 square feet, unless otherwise indicated or required by flooring manufacturer.
 4. Internal relative humidity tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
 5. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
 6. Removal of loose paint.
 7. Installation of remedial floor coating.
 8. Patching, smoothing, and leveling, including filling of grout joints in tile so they won't telegraph through new floor coverings.
 9. Other preparation specified.
 10. Adhesive bond and compatibility test.
 11. Protection.

3.02 PRELIMINARY CLEANING

- A. Clean floors of dust, solvents, loose paint or epoxy, oil, and materials that might prevent adhesive bond.
- B. Do not use solvents or other chemicals for cleaning.

3.03 PREPARATION

- A. See individual floor covering section(s) for additional requirements.
- B. Comply with requirements and recommendations of floor covering manufacturer.
- C. Fill and smooth surface cracks, grooves, depressions, control joints, grout joints and other non-moving joints, and other irregularities with patching compound.

- D. Do not fill expansion joints, isolation joints, or other moving joints.

3.04 ADHESIVE BOND AND COMPATIBILITY TESTING

- A. Comply with requirements and recommendations of epoxy floor covering manufacturer.

3.05 APPLICATION OF REMEDIAL FLOOR COATING

- A. Comply with requirements and recommendations of coating manufacturer.

3.06 PROTECTION

- A. Cover prepared floors with building paper or other durable covering.

3.07 SCHEDULE OF FLOOR PREPARATION

- A. At Epoxy floor of shower and toilet rooms:
 - 1. Shotblast to remove epoxy coating.
 - 2. Apply remedial floor coating to suppress moisture migration
 - 3. Apply patching compound as required
- B. At Ceramic Tile shower and restroom floors.
 - 1. Clean and abrade tile surface
 - 2. Apply remedial floor coating to suppress moisture migration
 - 3. Apply patching compound to conceal grout joints.
- C. At Ceramic Tile locker room floors
 - 1. Clean and abrade tile.
 - 2. Apply patching compound to conceal grout joints.
 - 3. Moisture suppression to occur with floor covering adhesive.
- D. At Concrete locker room floors
 - 1. Clean concrete
 - 2. Moisture suppression to occur with floor covering adhesive.

END OF SECTION 09 0561

SECTION 09 5100
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

1.02 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
- B. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2017.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2021a.
- D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2019.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate grid layout and related dimensioning.
- C. Product Data: Provide data on suspension system components and acoustical units.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Acoustical Units: 80 sq ft of each type and size.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acoustic Tiles/Panels:
 - 1. Armstrong World Industries, Inc; Ceramguard: www.armstrongceilings.com/#sle.
 - 2. USG Corporation; Radar Ceramic: www.usg.com/ceilings/#sle.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.
- B. Suspension Systems:
 - 1. Same as for acoustical units.

2.02 ACOUSTICAL UNITS

- A. Acoustical Panels: Wet-formed, ceramic bonded mineral fiber with scrubbable finish, with the following characteristics:
 - 1. Classification: ASTM E1264 Type XX.
 - 2. Size: 24 by 48 inch.
 - 3. Thickness: 5/8 inches.
 - 4. Panel Edge: Square.
 - 5. Color: White.
 - 6. Suspension System: Exposed grid.
 - 7. Products:
 - a. USG Corporation; Radar Ceramic Acoustical Panels Item Number 56645: www.usg.com/ceilings/#sle.

- b. Armstrong, Inc.; Ceramaguard Fine Fissured Item Number 608.
www.armstrongceilings.com.
- c. Substitutions: See Section 01 6000 - Product Requirements.

2.03 SUSPENSION SYSTEM(S)

- A. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with perimeter moldings, hold down clips, stabilizer bars, clips, and splices as required.
 - 1. Materials:
 - a. Steel Grid: ASTM A653/A653M, G30 coating, unless otherwise indicated.
- B. Exposed Suspension System: Hot-dipped galvanized steel grid with aluminum cap.
 - 1. Application(s): Seismic.
 - 2. Structural Classification: Heavy-duty, when tested in accordance with ASTM C635/C635M.
 - 3. Profile: Tee; 15/16 inch face width.
 - 4. Finish: Baked enamel.
 - 5. Color: White.

2.04 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Hanger Wire: 12 gauge, 0.08 inch galvanized steel wire.
- C. Perimeter Moldings: Same metal and finish as grid.
 - 1. Size: As required for installation conditions and specified Seismic Design Category.
 - 2. Angle Molding: L-shaped, for mounting at same elevation as face of grid.
 - 3. Utilize BERC2 clips at perimeter angles.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

3.02 INSTALLATION - SUSPENSION SYSTEM

- A. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- B. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Use longest practical lengths.
- C. Suspension System, Non-Seismic: Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- D. Seismic Suspension System, Seismic Design Categories D, E, F: Hang suspension system with grid ends attached to the perimeter molding on two adjacent walls; on opposite walls, maintain a 3/4 inch clearance between grid ends and wall.
- E. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- F. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.

- G. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- H. Do not eccentrically load system or induce rotation of runners.

3.03 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- E. Cutting Acoustical Units:
 - 1. Make field cut edges of same profile as factory edges.
- F. Install hold-down clips on each panel to retain panels tight to grid system to avoid ability for students to dislodge panels.

3.04 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

END OF SECTION 09 5100

SECTION 09 6700
FLUID-APPLIED FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fluid-applied flooring and base.

1.02 RELATED REQUIREMENTS

- A. Section 09 0561 - Common Work Results for Flooring Preparation: preparation of existing floor coverings, cleaning, and preparation.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns and colors available.
- C. Samples: Submit two samples, 6 by 6 inch in size illustrating color and pattern for each floor material for each color specified.
- D. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention, and application rate for each coat.
- E. Maintenance Data: Include maintenance procedures, recommended maintenance materials, procedures for stain removal, repairing surface, and suggested schedule for cleaning.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section.
 - 1. Minimum three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store resin materials in a dry, secure area.
- B. Store materials for three days prior to installation in area of installation to achieve temperature stability.

1.06 FIELD CONDITIONS

- A. Store materials in area of installation for minimum period of 24 hours prior to installation.
- B. Maintain ambient temperature required by manufacturer 72 hours prior to, during, and 24 hours after installation of materials.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fluid-Applied Flooring:
 - 1. SEMCO Surfaces; www.semcosurfaces.com
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 FLUID-APPLIED FLOORING SYSTEMS

- A. Fluid-Applied Flooring: Troweled and sprayed applied flooring system

1. Texture: Slip resistant.
2. Sheen: Matte.
3. Color: As selected by Architect.
4. Basis of Design Product: SEMCO ADA Safety Floor

2.03 ACCESSORIES

- A. Base Caps: Zinc with projecting base of 1/8 inch; color as selected by architect from standard range.
- B. Cant Strips: Molded of flooring resin material.
- C. Subfloor Filler: Type recommended by fluid-applied flooring manufacturer.
- D. Primer: Type recommended by fluid-applied flooring manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that subfloor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive flooring.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive flooring.
- C. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Perform preparation and cleaning procedures according to flooring manufacturer's instructions for particular substrate conditions involved. Provide clean, dry and neutral substrate for flooring applicaiton.
- B. Materials: Mix resin hardener and aggregate when required, and prepare materials according to flooring system manufacturer's instructions.
- C. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.

3.03 INSTALLATION - ACCESSORIES

- A. Install cant strips at base of walls where flooring is to be extended up wall as base.
- B. Install terminating cap strip at top of base; attach securely to wall substrate.

3.04 INSTALLATION - FLOORING

- A. General: Apply each component of the fluid applied flooring system according to manufacturer's directions to produce a uniform monolithic flooring surface of thickness indicated.
- B. Cove Base: Apply cove base mix to wall surfaces at locations shown to form cove base height of 4 inches unless otherwise indicated. Follow manufacturer's instructions and details including taping, mixing, priming, troweling, sanding, and topcoating of cove base.

3.05 PROTECTION

- A. Cure the fluid applied flooring materials according to manufacturer's directions, taking care to prevent contamination during application stages and before completing curing process. Close application area for a minimum of 24 hours.
- B. Clean with manufacturer recommended cleaner.
- C. Prohibit traffic on floor finish for 48 hours after installation.

D. Barricade area to protect flooring until fully cured.

END OF SECTION

SECTION 09 7200
WALL COVERINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Wall covering.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on wall covering.
- C. Samples: Submit two samples of wall covering, 6 by 6 inch in size illustrating color, finish, and texture.
- D. Manufacturer's Installation Instructions: Indicate special procedures.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.04 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the wall covering product manufacturer.
- B. Maintain these conditions 24 hours before, during, and after installation of adhesive and wall covering.

PART 2 PRODUCTS

2.01 Wall Coverings

- A. Wall Covering: Fluid Applied Surfacing, complying with the following:
 - 1. Color: As selected by architect from standard range of colors.
 - 2. Surface Texture: As selected by architect from standard range.
 - 3. Basis of Design: SEMCO Flooring: X-Bond Seamless Stone
- B. Termination Trim: Pre-formed aluminum, color as selected.
- C. Substrate Filler: As recommended by wall covering manufacturers; compatible with substrate.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work, and comply with requirements of wall covering manufacturer.

3.02 PREPARATION

- A. Fill cracks/grout lines in substrate and smooth irregularities with manufacturer filler
- B. Surface Appurtenances: Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.

- C. Surfaces: Correct defects and clean surfaces that affect work of this section. Remove existing coatings that exhibit loose surface defects.
- D. Vacuum clean surfaces free of loose particles.

3.03 INSTALLATION

- A. Apply wall covering in accordance with manufacturer's instructions.
- B. Apply wall covering smooth, without wrinkles, gaps or overlaps. Eliminate air pockets and ensure full bond to substrate surface.
- C. Install termination trim.
- D. Remove excess adhesive while wet from seam before proceeding to next wall covering sheet. Wipe clean with dry cloth.

3.04 CLEANING

- A. Clean wall coverings of excess adhesive, dust, dirt, and other contaminants.
- B. Reinstall wall plates and accessories removed prior to work of this section.

3.05 PROTECTION

- A. Do not permit construction activities at or near finished wall covering areas.

END OF SECTION

**SECTION 09 9113
EXTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.

1.02 RELATED REQUIREMENTS

- A. Section 09 9123 - Interior Painting.

1.03 REFERENCE STANDARDS

- A. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.05 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints from the same manufacturer as existing paint.
- B. Primer Sealers: Same manufacturer as top coats.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
 - 1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at www.paintinfo.com, for specified MPI categories, except as otherwise indicated.

2. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 3. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 4. Supply each paint material in quantity required to complete entire project's work from a single production run.
 5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.
- B. Colors: To match existing paint color - obtain color from Owner.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Exterior Surfaces to be Painted: Concrete where new caulking occurring..
1. Two top coats and one coat primer.
 2. Top Coat(s): Exterior Latex, flat finish; MPI#10.

2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION 09 9113

**SECTION 09 9123
INTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
 - 1. Mechanical and Electrical:
 - a. In finished areas, paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
 - b. In finished areas, paint shop-primed items.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Ceramic and other tiles.
 - 7. Pre-finished sheet metal
 - 8. Glass.
 - 9. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

- A. Section 09 9113 - Exterior Painting.

1.03 REFERENCE STANDARDS

- A. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.
- B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- C. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- D. SSPC-SP 6 - Commercial Blast Cleaning; 2007.
- E. SSPC-SP 13 - Surface Preparation of Concrete; 1997 (Reaffirmed 2003).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
 - 2. MPI product number (e.g., MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.

- C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Behr Process Corporation: www.behr.com/#sle.
 - 2. Miller Paint Co: www.millerpaint.com/#sle
 - 3. Rodda Paint Co: www.roddapaint.com/#sle.
 - 4. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 - 5. Valspar Corporation: www.valsparpaint.com/#sle.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
 - 1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at www.paintinfo.com, for specified MPI categories, except as otherwise indicated.
 - 2. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 3. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Colors: To be selected from manufacturer's full range of available colors.
 - 1. Selection to be made by Architect after award of contract.
 - 2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.

2.03 PAINT SYSTEMS - INTERIOR

- A. Interior Surfaces to be Painted, Unless Otherwise Indicated: Including concrete, concrete masonry units, and previously painted steel.

1. Two top coats and one coat primer.
 2. Top Coat(s): High Performance Architectural Interior Latex; MPI #138, 139, 140, or 141.
- B. Medium Duty Door/Trim: For surfaces subject to frequent contact by occupants, including metals:
1. Medium duty applications include doors, door frames, railings, and guardrails.
 2. Two top coats and one coat primer.
 3. Top Coat(s): Interior Epoxy-Modified Latex; MPI #115 or 215.
- C. Medium Duty Vertical and Overhead: Including concrete and concrete masonry units.
1. Two top coats and one coat primer.
 2. Top Coat(s): High Performance Architectural Interior Latex; MPI #138, 139, 140, or 141.

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
1. Alkali Resistant Water Based Primer; MPI #3.
 2. Interior Latex Primer Sealer; MPI #50.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Concrete:
1. Prepare surface as recommended by top coat manufacturer and according to SSPC-SP 13.
- G. Masonry:
1. Prepare surface as recommended by top coat manufacturer.
- H. Ferrous Metal:
1. Solvent clean according to SSPC-SP 1.

2. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 "Commercial Blast Cleaning". Protect from corrosion until coated.
- I. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- G. Sand metal surfaces lightly between coats to achieve required finish.
- H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- I. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION 09 9123

SECTION 09 9300
STAINING AND TRANSPARENT FINISHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of stains and transparent finishes: Refinishing of Locker Benches.

1.02 RELATED REQUIREMENTS

- A. Section 09 9113 - Exterior Painting: Stains and transparent finishes for concrete substrates.
- B. Section 09 9123 - Interior Painting: Stains and transparent finishes for concrete substrates.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years experience and approved by manufacturer.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of stain or transparent finish, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

1.05 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by manufacturer of stains and transparent finishes.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide finishes from the same manufacturer to the greatest extent possible.
- B. Transparent Finishes:
 - 1. Behr Process Corporation: www.behr.com/#sle.
 - 2. PPG Paints Deft Interior Clears/Polyurethanes: www.ppgpaints.com/#sle.
 - 3. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
- C. Substitutions: See Section 01 6000 - Product Requirements.

2.02 STAINS - GENERAL

- A. Finishes:
 - 1. Provide finishes capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.

2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
3. Supply each finish material in quantity required to complete entire project's work from a single production run.
4. Do not reduce, thin, or dilute finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

2.03 INTERIOR STAIN AND TRANSPARENT FINISH SYSTEMS

- A. Finish on Wood - Locker Bench Tops.
 1. Two coat(s) varnish.
 2. Top Coat(s): Polyurethane Varnish, High Build.
 - a. Products:
 - 1) Sherwin-Williams MinWax High Build Polyurethane, Satin.
 - 2) Substitutions: Section 01 6000 - Product Requirements.

2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of finished surfaces.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Remove existing finishes.
- C. Sand surface to remove any surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- E. Wood Surfaces to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats. Prime concealed surfaces with gloss varnish reduced 25 percent with thinner.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION 09 9300

SECTION 10 2113.13
METAL TOILET COMPARTMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal toilet compartments.

1.02 REFERENCE STANDARDS

- A. ASTM A424/A424M - Standard Specification for Steel, Sheet, for Porcelain Enameling; 2018.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
- C. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall, floor, and ceiling supports, door swings.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Toilet Compartments:
 - 1. ASI Accurate Partitions; Stainless Steel: www.asi-accuratepartitions.com/#sle.
 - 2. General Partitions Mfg. Corp: www.generalpartitions.com.
 - 3. Global Steel Products Corp: www.globalpartitions.com.
 - 4. Metpar Corp: www.metpar.com.
 - 5. Substitutions: Section 01 6000 - Product Requirements.

2.02 MATERIALS

- A. Steel Sheet: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- B. Steel Sheet: ASTM A424/A424M, Type I, Commercial Steel.
- C. Stainless Steel Sheet: ASTM A666, Type 304.

2.03 COMPONENTS

- A. Toilet Compartments: Powder coated steel, floor-mounted headrail-braced.
- B. Doors, Panels, and Pilasters: Sheet steel faces, pressure bonded to sound deadening core, formed and closed edges; corners made with corner clips or mitered, welded, and ground smooth.
 - 1. Panel Faces: 20 gauge, 0.0359 inch.
 - 2. Door Faces: 22 gauge, 0.0299 inch.
 - 3. Pilaster Faces: 20 gauge, 0.0359 inch.
 - 4. Reinforcement: 12 gauge, 0.1046 inch.
 - 5. Internal Reinforcement: Provide in areas of attached hardware and fittings. Mark locations of reinforcement for partition mounted washroom accessories.
- C. Door and Panel Dimensions:
 - 1. Thickness: 1 inch.

- 2. Door Width for Handicapped Use: 36 inch, out-swinging.
- 3. Height: 58 inch.
- D. Pilasters: 1-1/4 inch thick, of sizes required to suit compartment width and spacing.

2.04 ACCESSORIES

- A. Pilaster Shoes: Formed chromed steel with polished finish, 3 inch high, concealing floor fastenings.
- B. Head Rails: Hollow chrome-plated steel tube, 1 by 1-5/8 inch size, with anti-grip strips and cast socket wall brackets.
- C. Brackets: Satin stainless steel.
- D. Attachments, Screws, and Bolts: Stainless steel, tamper proof type.
- E. Hardware: Satin stainless steel:
 - 1. Pivot hinges, gravity type, adjustable for door close positioning; two per door.
 - 2. Thumb turn or sliding door latch with exterior emergency access feature.
 - 3. Door strike and keeper with rubber bumper; mounted on pilaster in alignment with door latch.
 - 4. Coat hook with rubber bumper; one per compartment, mounted on door.
 - 5. Provide door pull for outswinging doors.

2.05 FINISHING

- A. Powder Coated Steel Compartments: Clean, degrease, and neutralize. Follow immediately with a phosphatizing treatment, prime coat and two finish coats powder coat enamel.
- B. Color: Single color as selected by Architect.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify correct location of built-in framing, anchorage, and bracing.

3.02 INSTALLATION

- A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.
- B. Maintain 3/8 to 1/2 inch space between wall and panels and between wall and end pilasters.
- C. Attach panel brackets securely to walls using anchor devices.
- D. Attach panels and pilasters to brackets. Locate head rail joints at pilaster center lines.
- E. Field touch-up of scratches or damaged enamel finish will not be permitted. Replace damaged or scratched materials with new materials.

3.03 ADJUSTING

- A. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.
- B. Adjust hinges to position doors in partial opening position when unlatched. Return out swinging doors to closed position.
- C. Adjust adjacent components for consistency of line or plane.

END OF SECTION 10 2113.13

SECTION 10 2800
TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Commercial toilet accessories.
- B. Commercial shower and bath accessories.
- C. Under-lavatory pipe supply covers.

1.02 RELATED REQUIREMENTS

- A. Section 10 2113.13 - Metal Toilet Compartments.

1.03 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. ASTM A269/A269M - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service; 2015a (Reapproved 2019).
- C. ASTM C1036 - Standard Specification for Flat Glass; 2021.
- D. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2018.
- E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2021a.
- F. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi; 2015.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Commercial Toilet, Shower, and Bath Accessories:
 - 1. American Specialties, Inc: www.americanspecialties.com/#sle.
 - 2. Bradley Corporation: www.bradleycorp.com/#sle.
 - 3. Georgia-Pacific Professional: www.blue-connect.com/#sle.
 - 4. Substitutions: Section 01 6000 - Product Requirements.

2.02 MATERIALS

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
- B. Stainless Steel Tubing: ASTM A269/A269M, Grade TP304 or TP316.
- C. Mirror Glass: Tempered safety glass, ASTM C1048; and ASTM C1036 Type I, Class 1, Quality Q2, with silvering as required.
- D. Fasteners, Screws, and Bolts: Hot dip galvanized; tamper-proof; security type.

2.03 FINISHES

- A. Stainless Steel: Satin finish, unless otherwise noted.

2.04 COMMERCIAL TOILET ACCESSORIES

- A. Mirrors: Stainless steel framed, 1/4 inch thick tempered safety glass; ASTM C1048.
 - 1. Size: 24" x 36".
 - 2. Frame: 0.05 inch angle shapes, with mitered and welded and ground corners, and tamperproof hanging system; satin finish.
 - 3. Backing: Full-mirror sized, minimum 0.03 inch galvanized steel sheet and nonabsorptive filler material.
- B. Grab Bars: Stainless steel, smooth surface.
 - 1. Heavy Duty Grab Bars: Floor supports are acceptable if necessary to achieve load rating.
 - a. Push/Pull Point Load: Minimum 1000 pound-force, minimum.
 - b. Dimensions: 1-1/2 inch outside diameter, minimum 0.125 inch wall thickness, exposed flange mounting, 1-1/2 inch clearance between wall and inside of grab bar.
 - c. Length and Configuration: As indicated on drawings.

2.05 COMMERCIAL SHOWER ACCESSORIES

- A. Wall mounted soap dispenser: Heavy duty, seamless stainless steel, surface-mounted.
 - 1. Products:
 - a. Bobrick B-2111
 - b. American Specialties 0347
 - c. Substitutions: Section 01 6000 - Product Requirements.

2.06 UNDER-LAVATORY PIPE AND SUPPLY COVERS

- A. Under-Lavatory Pipe and Supply Covers:
 - 1. Insulate exposed drainage piping, including hot, cold, and tempered water supplies under lavatories or sinks to comply with ADA Standards.
 - 2. Exterior Surfaces: Smooth non-absorbent, non-abrasive surfaces.
 - 3. Construction: 1/8 inch flexible PVC.
 - a. Surface Burning Characteristics: Flame spread index of 25 or less and smoke developed index of 450 or less, when tested in accordance with ASTM E84.
 - b. Microbial and Fungal Resistance: Comply with ASTM G21.
 - 4. Color: White.
 - 5. Fasteners: Reusable, snap-locking fasteners with no sharp or abrasive external surfaces.
 - 6. Products:
 - a. Plumberex Specialty Products, Inc; Plumberex Handy-Shield Maxx: www.plumberex.com/#sle.
 - b. Plumberex Specialty Products, Inc; Plumberex Trap Gear: www.plumberex.com/#sle.
 - c. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.

3.02 PREPARATION

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. Provide templates and rough-in measurements as required.

3.03 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions in locations indicated on drawings.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.
 - 1. Grab Bars: As indicated on drawings.

3.04 PROTECTION

- A. Protect installed accessories from damage due to subsequent construction operations.

END OF SECTION

SECTION 10 5100
LOCKERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal lockers.
- B. Locker benches.

1.02 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's published data on locker construction, sizes and accessories.
- C. Shop Drawings: Indicate locker plan layout, numbering plan and combination lock code.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Protect locker finish and adjacent surfaces from damage.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Lockers:
 - 1. Art Metal Products: www.artmetalproducts.com/#sle.
 - 2. Lyon Workspace Products: www.lyonworkspace.com/#sle.
 - 3. Penco Products, Inc: www.pencoproducts.com/#sle.
 - 4. Republic Storage Systems Co: www.republicstorage.com/#sle.
 - 5. Debourgh Lockers; Apex Athletic Lockers: www.debourgh.com.
 - 6. Substitutions: See Section 01 6000 - Product Requirements.

2.02 LOCKER APPLICATIONS

- A. Football Locker Room: Single tier metal lockers, free-standing for base indicated on drawings.
 - 1. Width: 15 inches.
 - 2. Depth: 21 inches.
 - 3. Height: 72 inches.
 - 4. Fittings: Hat shelf, 2 coat hooks.
 - 5. Construction: Angle iron construction, all welded, angle iron door frames.
 - 6. Style: Fully ventilated mesh.
 - 7. Locking: Padlock hasps, for padlocks provided by Owner.
 - 8. Provide sloped top.
- B. Football Locker Room Staff Lockers: Single tier metal lockers, free-standing with matching closed base.
 - 1. Width: 15 inches.
 - 2. Depth: 18 inches.
 - 3. Height: 72 inches.
 - 4. Fittings: Hat shelf, 2 coat hooks.
 - 5. Style: Fully ventilated mesh.

6. Locking: Padlock hasps, for padlocks provided by Owner.
7. Provide sloped top.
- C. Girls Locker Room: Two tier metal lockers, free-standing for base indicated on drawings.
 1. Width: 12 inches.
 2. Depth: 15 inches.
 3. Height: 60 inches.
 4. Locking: Padlock hasps, for padlocks provided by Owner.
- D. ADA Locker Benches: Stationary type with back support; bench top of laminated birch; black painted steel pedestals.
 1. Height: 18"
 2. Length: 60"
 3. Depth: 20"
 4. Back support height: 18", spaced max 2 1/2" from bench seat.
 5. Match existing bench seat and leg type

2.03 METAL LOCKERS

- A. Lockers (Football): Factory assembled, made of formed sheet steel, welded, ASTM A653/A653M SS Grade 33/230, with G60/Z180 coating, stretcher leveled; metal edges finished smooth without burrs; baked enamel finished inside and out.
 1. Color: To be selected by Architect.
 2. Frame: 16-gage angle iron frame; electric spot welded.
 3. Body and Shelves: 16 gage, 0.0598 inch.
 4. Doors: Angle iron frame, 16-gage diamond mesh perforated door.
 5. Latches: Stainless steel recessed handle with built-in padlock attachment.
 6. Sloped Top: 20 gage, 0.0359 inch, with closed ends.
 7. Number Plates: Provide rectangular shaped brass plates. Form numbers [3/8] inch high of block font style with ADA designation, in contrasting color
- B. Lockers (Football Staff): Factory assembled, made of formed sheet steel, welded, ASTM A653/A653M SS Grade 33/230, with G60/Z180 coating, stretcher leveled; metal edges finished smooth without burrs; baked enamel finished inside and out.
 1. Color: To be selected by Architect.
 2. Frame: 16-gage angle iron frame; electric spot welded.
 3. Body and Shelves: 16 gage, 0.0598 inch.
 4. Doors: Angle iron frame, 16-gage diamond mesh perforated door.
 5. Latches: Stainless steel recessed handle with built-in padlock attachment.
 6. Sloped Top: 20 gage, 0.0359 inch, with closed ends.
 7. Base: 18 gage, 0.0478 inch.
 8. Metal Base Height: 4 inch.
 9. Number Plates: Provide rectangular shaped brass plates. Form numbers [3/8] inch high of block font style with ADA designation, in contrasting color
- C. Lockers (Girls Locker Room): Factory assembled, made of formed sheet steel, welded, ASTM A653/A653M SS Grade 33/230, with G60/Z180 coating, stretcher leveled; metal edges finished smooth without burrs; baked enamel finished inside and out.
 1. Color: To be selected by Architect.
 2. Frame: 16-gage angle iron frame; electric spot welded.
 3. Body and Shelves: 16 gage, 0.0598 inch.
 4. Doors: Angle iron frame, 16-gage door with ventilation slots top and bottom.
 5. Latches: Stainless steel recessed handle with built-in padlock attachment.
 6. Number Plates: Provide rectangular shaped brass plates. Form numbers [3/8] inch high of block font style with ADA designation, in contrasting color

- D. Hinges: Two for doors under 42 inches high; three for doors over 42 inches high; weld securely to locker body and door.
 - 1. Hinge Thickness: 14 gage, 0.0747 inch.
- E. Coat Hooks: Stainless steel or zinc-plated steel.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that prepared bases are in correct position and configuration.
- B. Verify bases and embedded anchors are properly sized.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install lockers plumb and square.
- C. Place and secure on prepared base.
- D. Secure lockers with anchor devices to suit substrate materials. Minimum Pullout Force: 100 lb.
- E. Bolt adjoining locker units together to provide rigid installation.
- F. Install end panels, filler panels, and sloped tops.
- G. Install accessories.
- H. Replace components that do not operate smoothly.

3.03 CLEANING

- A. Clean locker interiors and exterior surfaces.

END OF SECTION

**SECTION 12 3600
COUNTERTOPS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Countertops and end panels for manufactured athletic lockers.

1.02 RELATED REQUIREMENTS

- A. Section 10 5100 Lockers: Lockers to received end and top caps.

1.03 REFERENCE STANDARDS

- A. ANSI A208.2 - Medium Density Fiberboard (MDF) for Interior Applications; 2016.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2021a.
- C. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- D. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1; 2017, with Errata (2019).
- E. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.
- F. SEFA 2 - Installations; 2010.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Specimen warranty.
- C. Shop Drawings: Complete details of materials and installation.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.06 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 COUNTERTOPS

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Plastic Laminate Countertops: High-pressure decorative laminate (HPDL) sheet bonded to substrate.
 - 1. Laminate Sheet: NEMA LD 3, Grade HGS, 0.048 inch nominal thickness.

- a. Manufacturers:
 - 1) Formica Corporation: www.formica.com/#sle.
 - 2) Panolam Industries International, Inc; Nevamar Standard HPL: www.panolam.com/#sle.
 - 3) Wilsonart: www.wilsonart.com/#sle.
 - 4) Substitutions: See Section 01 6000 - Product Requirements.
- b. Surface Burning Characteristics: Flame spread index of 25, maximum; smoke developed index of 450, maximum; when tested in accordance with ASTM E84.
- c. Finish: Matte or suede, gloss rating of 5 to 20.
- d. Surface Color and Pattern: As selected by Architect from the manufacturer's full line.
- 2. Exposed Edge Treatment: Square, substrate built up to minimum 1-1/4 inch thick; covered with matching laminate.
- 3. Back and End Splashes: Same material, same construction.

2.02 MATERIALS

- A. Medium Density Fiberboard for Supporting Substrate: ANSI A208.2.
- B. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.

2.03 FABRICATION

- A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
 - 1. Join lengths of tops using best method recommended by manufacturer.
 - 2. Fabricate to overhang fronts and ends of cabinets 1 inch except where top butts against cabinet or wall.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.03 INSTALLATION

- A. Securely attach countertops to lockers using concealed fasteners. Make flat surfaces level; shim where required.
- B. Seal joint between back/end splashes and vertical surfaces.

3.04 TOLERANCES

- A. Variation From Horizontal: 1/8 inch in 10 feet, maximum.
- B. Offset From Wall, Countertops: 1/8 inch maximum; 1/16 inch minimum.
- C. Field Joints: 1/8 inch wide, maximum.

3.05 CLEANING

- A. Clean countertops surfaces thoroughly.

3.06 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION 12 3600

SECTION 22 0000
BASIC PLUMBING REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section specifies the basic requirements for all Contractor installed equipment. It applies to all sections included in Division 22. The requirements herein are an expansion upon the requirements of Division 1.
- B. Provide all materials, labor and equipment required to install complete and fully operational plumbing systems as indicated by the contract drawings and this specification.
- C. Obtain and pay for all permits, licenses, fees and taxes applicable to this project as required by law.
- D. Cooperate with other trades in furnishing material and information required for installation and operation of mechanical items.
- E. Requirements for the following are included:
 - 1. Related work (other Contract Documents and specification sections) that must be combined with the requirements of this Section.
 - 2. Design performance.
 - 3. Delivery, storage, and handling.
 - 4. Quality assurance and standards.
 - 5. Submittals.
 - 6. Product quality, basic type, and finishes.
 - 7. Equipment identification.
 - 8. Installation.
 - 9. Mounting and shimming.
 - 10. Inspection.
 - 11. Safety considerations.
 - 12. Cleaning, startup, and adjustments.

1.02 RELATED WORK

- A. This general section shall be used in conjunction with the following other specifications and related Contract Documents to establish the total requirements for the project equipment and systems:
 - 1. Division 1 sections included in this Project specifications.
 - 2. The Contract.
 - 3. General and specific mechanical specifications and drawings included in the project.

1.03 DEFINITIONS

- A. "Indicated": Refers to graphic representations, notes or schedules in the Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents.
 - 1. Terms such as "shown", "noted", "scheduled", and "specified", are used to notify or help the user to locate reference. Location is not limited.
- B. "Directed": Terms such as "directed", "Requested", "authorized", "selected", "approved", "required", and "permitted" mean directed by Architect/Engineer, approved by Architect/Engineer and similar phrases.
- C. "Approved": When used in conjunction with Architect/Engineer's action on contract submittals, applications, requests, is limited to Architect/Engineer's duties and responsibilities as stated in the Conditions of the Contract.

- D. "Regulations": Includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of Work.
- E. "Furnish": Means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation and similar operations.
- F. "Install": Describes operations at Project site including actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, supporting, isolating, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
- G. "Provide": Means to furnish and install.
- H. "Installer": A contractor, or another entity engaged by the contractor, either as an employee, subcontractor, or contractor of a lower tier, to perform a particular construction activity including installation, erection, application or similar operations.
 - 1. Installers are required to be experienced in operations they are engaged to perform.
 - 2. The term "experience" means having successfully completed a minimum of three previous projects similar in scope and size to this Project and within the time frame indicated in the "Quality Assurance" section of the Specifications. In addition, it means being familiar with special requirements indicated and having complied with requirements of authorities having jurisdiction.
- I. "Project Site": Is defined as the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project.

1.04 DESIGN PERFORMANCE

- A. Compliance by the Contractor and/or Vendor with the provisions of this Specification does not relieve him of the responsibilities of furnishing equipment and materials of proper design, mechanically suited to meet operating guarantees at the specified service conditions.

1.05 SUBMITTALS

- A. Product Data: Submit manufacturer's product. All Submittals to be received in no more than (3) three packages. See Division 1 for further information regarding submittal requirements. Literature submitted shall clearly indicate the model number, capacity, rated operating conditions, noise levels, size, weight, support requirements, rough-in data and dimensions, electrical power requirements, wiring diagrams, utility (fuel, air, cooling water, etc.) requirements, and options furnished. Submittals shall include, but are not necessarily limited to the following:
 - 1. Plumbing: Piping and insulation; valves; hangers and supports and the like.
- B. Operation and Maintenance Data: Submit three complete sets of manufacturer's literatures bound in a three ring binder for approval. Data shall include installation, start-up, and maintenance instructions, parts lists, and wiring diagrams. Include all material on a CD-ROM or USB device.
- C. Substitutions: System design was based upon the equipment and materials listed on the drawings and specifications herein. At contractor's option, another manufacturer's equipment of similar quality, capacity and features may be submitted for prior approval per Section 01 6000. Prior permission to substitute does not relieve the contractor of the responsibility of including this information in the bound submittal packages.

1.06 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the provisions of the following codes,

standards and specifications, except where more stringent requirements are shown or specified:

1. State of Washington "IBC".
 2. State of Washington "IMC".
 3. State of Washington "UPC".
 4. State of Washington "IFC".
 5. ANSI/ASHRAE 90 - "Energy Efficient Design of New Buildings...."
 6. ANSI B31.9 "Building Service Piping".
 7. NFPA - Sections 13, 54 and 90B.
- B. Drawings: All drawings are diagrammatic and show general design, arrangement, and extent of the systems. Do not scale drawings for rough-in dimensions, nor use as shop drawings.
- C. Installer Qualifications: Company specializing in performing the work required with a minimum of five years documented experience.
- D. Contractor shall furnish and install all work in accordance with manufacturers' recommendations and instructions.

1.07 DELIVERY, STORAGE AND PROTECTION

- A. Delivery: Deliver to site with manufacturer's labels intact and legible.
- B. Preparation for shipment:
1. Each unit shall be suitably prepared for the shipment specified and for storage in accordance with manufacturer's instructions in a manner requiring no disassembly prior to operation.
 2. The Contractor shall be solely responsible for the adequacy of the Preparation for Shipment provisions employed with respect to materials and application.
 3. One complete set of Installations, Operating and Maintenance Instructions shall be packed and shipped with the equipment. This set is in addition to the sets that are to be sent directly to the Owner.
- C. Handling: Avoid damage. Comply with manufacturer's installation instruction requirements for rigging, unloading and transporting units.
- D. Storage: Inside protected from weather, dirt and construction dust. Where necessary to store outside, elevate well above grade and enclose with durable, waterproof wrapping. Cap all pipe ends. Taping pipe ends is not adequate or allowable.

1.08 PROJECT CONDITIONS

- A. General: Provide products which are compatible with other portions of the work and provide products with the proper power characteristics and similar adaptations for the project.
- B. Arrangement: Arrange piping parallel with primary lines of the building construction and with a minimum 7 feet overhead clearance in unfinished equipment rooms where possible. Conceal all piping and ductwork where possible unless indicated otherwise. Locate operating and control equipment properly to provide easy access for operation and maintenance. Give right-of-way to piping which must be sloped for drainage. Set all equipment level or as recommended by manufacturer.
- C. Coordination: Where several elements of the work must be sequenced and positioned in order to fit the available space, prepare shop drawings showing the actual physical dimensions (at accurate scale) required for installation and submit prior to purchase/fabrication/installation of any of the elements involved in the coordination.

1.09 STANDARDS

- A. General: Provide all new materials and equipment, identical to apparatus or

equipment in successful operation for a minimum of five years. Provide materials of comparable quality omitted here but necessary to complete the work. Maximum allowable variation from stated capacities, minus 5% to plus 10% as approved in each case.

- B. Governing Standards: The following are typical standards generally referenced in these specifications and identified by their acronym. Federal Specifications (FS), American Society for Testing Materials (ASTM), American National Standards Institute (ANSI), Manufacturer's Standardization Society of the Valve and Fitting Industry, Standard Practice (MSS SP-69), Cast Iron Soil Pipe Institute (CISPI), Underwriters Laboratory (UL) numbers are given.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 LAYOUT AND COORDINATION

- A. Site Examination: Before starting work, carefully examine site and all Contract Drawings. Become thoroughly familiar with conditions governing work on this project. Verify all indicated elevations, building measurements, rough-in dimensions and equipment locations before proceeding with any work.
- B. Utility Locations: The location of all utilities, wires, conduits, pipes, ducts, or other service facilities are shown in a general way only on the drawings and in some instances are taken from existing drawings. Ascertain whether any additional facilities other than those shown on the plans may be present and determine the exact location and elevations of all utilities prior to commencing installation.
- C. Discrepancies: Any error, conflict or discrepancy in Drawings, Specifications and/or existing conditions shall be reported immediately. Do not proceed with any questionable items of work until clarification of same has been made. Should rearrangement or re-routing of piping or ductwork be necessary, provide for approval the simplest layout possible for that particular portion of the work. Under no circumstances shall beams, girders, footings or columns be cut for mechanical items. Casting of pipes into concrete is prohibited unless so shown on Drawings.
- D. The Contractor shall cooperate with others to avoid interferences and delays in the construction work.
- E. Interference as a result of poor coordination or lack of cooperation with other trades shall be corrected at the Contractor's expense.

3.02 CONTINUITY OF EXISTING SERVICES

- A. Existing water, power, heat, ventilation, air conditioning and other services shall remain in service during new construction work. Coordinate any interruption in service during new construction work. Coordinate any interruption of these services with the Owner's representative a minimum of twenty-four (24) hours in advance.
- B. Protect from damage active utilities existing and evident by reasonable inspection of the site whether shown or not on the Drawings. Protect, relocate or abandon utilities encountered in the work which were not shown on the Drawings or evident by inspection of the work as directed by the Architect. Maintain continuity of all utility services to existing buildings.

3.03 CUTTING AND PATCHING

- A. General: Perform cutting and patching in accordance with Division 1.

- B. Protection: During cutting and patching, protect adjacent installations. Provide temporary barriers to prevent the spread of dust and dirt outside of the immediate work area.
- C. Repair: Patch finished surfaces and building components using new materials to match the existing.
- D. Inspection: Upon written direction from the Architect, uncover and restore work to provide for observation of concealed work.

3.04 EQUIPMENT REMOVAL

- A. All removed equipment is the property of the Contractor unless indicated otherwise. Disconnect and remove all such equipment from the property. Cap all piping in walls, below floors, and/or above ceilings in finished rooms.
- B. Where equipment is to be reused, reconnect piping, wiring and/or controls to allow this equipment to function as it had prior to this renovation unless indicated otherwise.

3.06 INSTALLATION

- A. Locating and Positioning Equipment: Observe all Codes and Regulations and good common practice in locating and installing mechanical equipment and material so that completed installation presents the least possible hazard. Maintain recommended clearances for repair and service to all equipment.
- B. Anchorage: Anchor and/or brace all mechanical equipment, piping to resist displacement due to seismic action, include snubbers on equipment mounted on spring isolators.
- C. Where mounting heights or locations are not identified, install systems, equipment and materials to provide maximum headroom.
- D. Provide clearance for installation of insulation and access to valves, fittings, damper actuators, etc. on pipe and duct systems.
- E. Install systems, materials and equipment giving right of way to systems required to be installed at a specific slope or operation by gravity.
- F. Provide condensate drain piping to over nearest floor drain for all coils, furnaces, boilers, domestic water heaters and the likes.
- G. Flush clean and disinfect domestic water system.
- H. Provide chrome plated rigid or flexible supplies to fixtures with stops, reducers, and escutcheons.
- I. Installation shall be in accordance with the requirements of the equipment manufacturer, including special requirements for seismic restraints.
- J. Equipment Manufacturer's Responsibility and Services:
 - 1. A manufacturer's representative for major equipment and operating systems shall be provided as necessary to assist the Contractor during installation, and to provide written certification that the equipment has been installed as specified and in accordance with the manufacturer's representative.
 - 2. The manufacturer's representative shall provide the initial startup of equipment in the presence of the Owner.
 - a. Provide a pre-start check of all piping, valves, control devices, control panels, and equipment.
 - b. Calibrate and adjust equipment and controls for operation at the specified design and conditions.
 - c. Provide a record of all startup events noting problems and their resolution.
 - d. Provide a record of all set points for operational controls and devices.
 - 3. Upon the completion of the equipment startup, provide instructional time with the Owner's personnel to review the operations and maintenance manuals and perform

each step necessary for startup, shutdown, troubleshooting, and routine maintenance. The instructional time shall be scheduled through the Owner.

4. Upon completion of the inspections, startup, testing, and checkout procedures, the equipment manufacturer shall submit written notice to the Owner that the units are ready for use by the Owner. Provide a certificate of calibration for all equipment.

3.07 MOUNTING AND SHIMMING

- A. Mount equipment as shown on the Drawings. Provisions for mounting special equipment on spring isolators, snubbers, and inertia bases are specified in Section 22 0548, Vibration Isolation and Sound and Seismic Controls for Plumbing Piping and Equipment.
- B. Level the equipment by means of 304 stainless steel wedges (stainless steel plates and stainless steel shims). Wedge taper shall not be greater than 1/4 inch per foot. Use double wedges to provide a level bearing surface for the equipment. Secure each pair of wedges in their final positions with one tack weld on each side after leveling is complete. Wedging shall be executed in a manner that will prevent a change in level or springing of the Baseplate when the anchor bolts are tightened.
 1. Adjust rotating equipment assemblies such that the driving units are properly aligned, plumb and level with the driven units and all interconnecting shafts and couplings.
 2. All rotating equipment shall be checked for proper alignment with dial indicators or laser after completion of grouting. The alignment must be within the tolerances required by the equipment manufacturer. The final alignment check shall be witnessed by the Owner.

3.08 INSPECTION

- A. The Contractor shall inspect his work to ensure the installation and workmanship is in accordance with these specifications and acceptable industry standards for the work being done.
- B. All materials, equipment, and workmanship shall be subject to inspection at any time by the Owner. Contractor shall correct any work, materials, or equipment not in accordance with the Contract Documents.

3.09 SAFETY CONSIDERATIONS

- A. All equipment shall be installed with suitable access clearances that satisfy OSHA and code requirements for maintenance or removal of replaceable parts and components, and with necessary unions or flanges to perform the maintenance or removal without removing the connecting appurtenances.
- B. Where equipment requiring periodic maintenance cannot be reached by normal walkways because of interference with ductwork, piping, or other obstructions the Contractor shall notify the Owner and propose an alternate safe means of access. These may include construction of an overhead platform with stairway or ladder ends and safety railings or handholds, or walk-through duct plenums with hinged access doors, or as required to meet OSHA standards for safe maintenance procedures.

3.10 CLEANING, START-UP, AND ADJUSTING

- A. The Contractors shall be responsible for proper operation of all systems, minor subsystems, and services provided under this section. He shall coordinate start-up procedures, calibration, and system checkout with all project managers. Any system operational problems shall be diagnosed; all correctional procedures shall be initiated as required to bring out the system into compliance with the design, and the problem then shall be rechecked to verify that the system operates normally.

- B. Thoroughly clean all parts of the installation at the completion of the work. The Contractor shall clean up and remove from the premises all refuse material, crates, and rubbish arising from his work. Remove, clean, and reinstall all filters. Belt-drive tensions and alignments shall be checked. All motors and bearings shall be lubricated in accordance with the manufacturer's service manuals prior to equipment start-up. Provide a lubrication schedule for every item of equipment furnished under this section. The schedule shall include the type of lubricant and the application frequency.

END OF SECTION 22 0000

SECTION 22 0529
HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe hangers and supports.
- B. Hanger rods.
- C. Inserts.
- D. Flashing.
- E. Sleeves.
- F. Mechanical sleeve seals.
- G. Formed steel channel.
- H. Firestopping relating to mechanical work.
- I. Firestopping accessories.

1.02 RELATED SECTIONS

- A. Section 07 9005 - Joint Sealers: Product requirements for sealant materials for placement by this section.
- B. Section 09 9000 - Painting and Coating: Product and execution requirements for painting specified by this section.

1.03 REFERENCES

- A. ASME B31.9 - Building Services Piping; The American Society of Mechanical Engineers.
- B. ASTM E84 - Test Method for Surface Burning Characteristics of Building Materials; American Society for Testing and Materials.
- C. ASTM E119 - Method for Fire Tests of Building Construction and Materials; American Society for Testing and Materials.
- D. ASTM E814 - Test Method of Fire Tests of Through Penetration Firestops; American Society for Testing and Materials.
- E. AWS D1.1 - Structural Welding Code - Steel; American Welding Society.
- F. UL 723 - Tests for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc.
- G. UL 1479 - Fire Tests of Through-Penetration Firestops; Underwriters Laboratories Inc.

1.04 DEFINITIONS

- A. Firestopping (Through-Penetration Protection System): Sealing or stuffing material or assembly placed in spaces between and penetrations through building materials to arrest movement of fire, smoke, heat, and hot gases through fire rated construction.

1.05 SYSTEM DESCRIPTION

- A. Firestopping Materials: ASTM E119 and ASTM E814 (UL 1479) to achieve fire ratings of adjacent construction noted in Division 1 documents and in accordance with UL Design Numbers.

- B. Surface Burning: ASTM E84/UL 723 with maximum flame spread/smoke developed rating of 25/45.
- C. Firestop interruptions to fire rated assemblies, materials, and components.

1.06 SUBMITTALS

- A. Section 01 3000 -Administrative Requirements: Submittal procedures.
- B. Shop Drawings: Indicate system layout with location including critical dimensions, sizes, and pipe hanger and support locations and detail of trapeze hangers.
- C. Product Data:
 - 1. Hangers and Supports: Submit manufacturers catalog data including load capacity.
 - 2. Firestopping: Submit data on product characteristics, performance and limitation criteria.
- D. Firestopping Schedule: Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings to maintain fire resistance rating of adjacent assembly.
- E. Design Data: Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers. Indicate calculations used to determine load carrying capacity of trapeze, multiple pipe, and riser support hangers. Submit sizing methods and calculations sealed by a registered professional engineer.
- F. Manufacturer's Installation Instructions:
 - 1. Hangers and Supports: Submit special procedures and assembly of components.
 - 2. Firestopping: Submit preparation and installation instructions.
- G. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- H. Engineering Judgements: For conditions not covered by UL or WH listed designs, submit judgements by licensed professional engineer suitable for presentation to authority having jurisdiction for acceptance as meeting code fire protection requirements.

1.07 QUALITY ASSURANCE

- A. Perform Work in accordance with State of Washington standards.
- B. Perform Work in accordance with AWS D1.1 for welding hanger and support attachments to building structure.
- C. Maintain one copy of the document on site.

1.01 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.09 PRE-INSTALLATION MEETINGS

- A. Section 01 3000 -Administrative Requirements: Pre-installation meeting.
- B. Convene minimum one week prior to commencing work of this section.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 6000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- C. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 6000 - Product Requirements: Environmental conditions affecting products on site.
- B. Do not apply firestopping materials when temperature of substrate material and ambient air is below 60 degrees F.
- C. Maintain this minimum temperature before, during, and for minimum 3 days after installation of firestopping materials.
- D. Provide ventilation in areas to receive solvent cured materials.

1.12 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

1.13 WARRANTY

- A. Section 01 7000 - Execution and Closeout Requirements: Product warranties and product bonds.

PART 2 PRODUCTS

2.01 PIPE HANGERS AND SUPPORTS

- A. Manufacturers:
 - 1. Tolco Inc.
 - 2. Anvil.
 - 3. Michigan Hanger Company, Inc.
 - 4. PHD Manufacturing Co.
 - 5. Superstrut.
 - 6. Unistrut.
 - 7. Substitutions: Section 01 6000 - Product Requirements.
- B. Plumbing Piping - DWV:
 - 1. Conform to ASME B31.9.
 - 2. Hangers for Pipe Sizes 1/2 to 2-1/2 inches: Carbon steel, adjustable swivel, split ring.
 - 3. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
 - 4. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hook.
 - 5. Vertical Support: Steel riser clamp.
 - 6. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 - 7. Copper Pipe Support: Copper-plated, carbon-steel adjustable, ring.
- C. Plumbing Piping - Water:
 - 1. Conform to ASME B31.9.
 - 2. Hangers for Pipe Sizes 1/2 to 2-1/2 inches (unless other noted): Carbon steel, adjustable swivel, split ring.
 - 3. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
 - 4. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hook.
 - 5. Vertical Support: Steel riser clamp.
 - 6. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 - 7. Floor Support for Hot Pipe Sizes 4 inches and Smaller: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 - 8. Copper Pipe Support: Copper-plated, Carbon-steel ring.

2.02 ACCESSORIES

- A. Hanger Rods: Mild steel threaded both ends, threaded on one end, or continuous threaded.

2.03 INSERTS

- A. Manufacturers:
 - 1. Anvil Fig. 281.
 - 2. PHD Fig 951.
 - 3. Michigan Hanger Model 355EG.
 - 4. Substitutions: Section 01 6000 - Product Requirements.
- B. Inserts: Carbon steel case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.

2.04 SLEEVES

- A. Sleeves for Pipes Through Non-Fire Rated Floors: 18 gage thick galvanized steel.
- B. Sleeves for Pipes Through Non-Fire Rated Beams, Walls, Footings, and Potentially Wet Floors: Steel pipe or 18 gage thick galvanized steel.
- C. Sleeves for Round Ductwork: Galvanized steel.
- D. Sleeves for Rectangular Ductwork: Galvanized steel or wood.
- E. Sealant: Acrylic; refer to Section 07 9005 - Joint Sealers.

2.05 MECHANICAL SLEEVE SEALS

- A. Manufacturers:
 - 1. Thunderline Link-Seal, Inc. Model Series LS.
 - 2. NMP Corporation.
 - 3. Substitutions: Section 01 6000 - Product Requirements.
- B. Product Description: Modular mechanical type, consisting of interlocking synthetic rubber links shaped to continuously fill annular space between object and sleeve, connected with bolts and pressure plates causing rubber sealing elements to expand when tightened, providing watertight seal and electrical insulation.

2.06 FORMED STEEL CHANNEL

- A. Manufacturers:
 - 1. Unistrut Model Series P1000.
 - 2. Superstrut Model Series 1200.
 - 3. Michigan Hanger "O-Strut" Model A-12.
 - 4. Substitutions: Section 01 6000 - Product Requirements.
- B. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 inches on center.

2.07 FIRESTOPPING

- A. Manufacturers:
 - 1. Specified Technology Inc. (STI) Model SpecSeal Series 100.
 - 2. Dow Corning Corp.
 - 3. Hilti Corp.
 - 4. International Protective Coating Corp.
 - 5. 3M fire Protection Products.

6. Substitutions: Section 01 6000 - Product Requirements.

- B. Product Description: Different types of products by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.
1. Silicone Firestopping Elastomeric Firestopping: Single or multiple component silicone elastomeric compound and compatible silicone sealant.
 2. Foam Firestopping Compounds: Single or Multiple component foam compound.
 3. Formulated Firestopping Compound of Incombustible Fibers: Formulated compound mixed with incombustible non-asbestos fibers.
 4. Fiber Stuffing and Sealant Firestopping: Composite of mineral or ceramic fiber stuffing insulation with silicone elastomer for smoke stopping.
 5. Mechanical Firestopping Device with Fillers: Mechanical device with incombustible fillers and silicone elastomer, covered with sheet stainless steel jacket, joined with collars, penetration sealed with flanged stops.
 6. Intumescent Firestopping: Intumescent putty compound which expands on exposure to surface heat gain.
 7. Firestop Pillows: Formed mineral fiber pillows.
- C. Color: As selected from manufacturer's full range of colors.

2.01 FIRESTOPPING ACCESSORIES

- A. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.
- B. Dam Material: Permanent:
1. Mineral fiberboard.
 2. Mineral fiber matting.
 3. Sheet metal.
 4. Plywood or particle board.
 5. Alumina silicate fire board.
- C. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams, and other devices required to position and retain materials in place.
- D. General:
1. Furnish UL listed products.
 2. Select products with rating not less than rating of wall or floor being penetrated.
- E. Non-Rated Surfaces:
1. Stamped steel, chrome plated, hinged, split ring escutcheons or floor plates or ceiling plates for covering openings in occupied areas where piping is exposed.
 2. For exterior wall openings below grade, furnish mechanical sealing device to continuously fill annular space between piping and cored opening or water-stop type wall sleeve.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Section 01 3000 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify openings are ready to receive sleeves.
- C. Verify openings are ready to receive firestopping.

3.02 PREPARATION

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter affecting bond of firestopping material.
- B. Remove incompatible materials affecting bond.
- C. Install backing or damming materials to arrest liquid material leakage.
- D. Obtain permission from Architect/Engineer before using powder-actuated anchors.
- E. Do not drill or cut structural members.

3.03 INSTALLATION - INSERTS

- A. Install inserts for placement in concrete forms.
- B. Install inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
- C. Provide hooked rod to concrete reinforcement section for inserts carrying pipe 4 inches and larger.
- D. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
- E. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut above slab.

3.04 INSTALLATION - PIPE HANGERS AND SUPPORTS

- A. Install in accordance with ASME 31.9.
- B. Support horizontal piping as scheduled.
- C. Install hangers with minimum 1/2 inch space between finished covering and adjacent work.
- D. Place hangers within 12 inches of each horizontal elbow.
- E. Use hangers with 1-1/2 inches minimum vertical adjustment.
- F. Support horizontal cast iron pipe adjacent to each hub, with 5 feet maximum spacing between hangers.
- G. Support vertical piping at every floor. Support vertical cast iron pipe at each floor at hub.
- H. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.
- I. Support riser piping independently of connected horizontal piping.
- J. Provide copper plated hangers and supports for copper piping.
- K. Design hangers for pipe movement without disengagement of supported pipe.
- L. Prime coat exposed steel hangers and supports. Refer to Section 09 9000 - Painting and Coating. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- M. Provide clearance in hangers and from structure and other equipment for installation of insulation. Refer to Section 22 0716 - Plumbing Equipment Insulation.

3.05 INSTALLATION - SLEEVES

- A. Exterior watertight entries: Seal with mechanical sleeve seals.
- B. Set sleeves in position in forms. Provide reinforcing around sleeves.
- C. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.
- D. Extend sleeves through floors 1 inch above finished floor level. Caulk sleeves.

- E. Where piping or ductwork penetrates floor, ceiling, or wall, close off space between pipe or duct and adjacent work with stuffing or fire-stopping insulation and caulk airtight. Provide close fitting metal collar or escutcheon covers at both sides of penetration.
- F. Install chrome plated steel escutcheons at finished surfaces.

3.06 INSTALLATION - FIRESTOPPING

- A. Install material at fire rated construction perimeters and openings containing penetrating sleeves, piping, ductwork, and other items, requiring firestopping.
- B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.
- C. Apply fire-stopping material in sufficient thickness to achieve required fire and smoke rating to uniform density and texture.
- D. Compress fibered material to maximum 40 percent of its uncompressed size.
- E. Place foamed material in layers to ensure homogenous density, filling cavities and spaces.
- F. Place sealant to completely seal junctions with adjacent dissimilar materials.
- G. Place intumescent coating in sufficient coats to achieve rating required.
- H. Remove dam material after firestopping material has cured.
- I. Fire Rated Surface:
 - 1. Seal opening at floor, wall, partition, ceiling, and roof as follows:
 - a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.
 - b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.
 - c. Pack void with backing material.
 - d. Seal ends of sleeve with UL listed fire resistive silicone compound to meet fire rating of structure penetrated.
 - e. Where cable tray, bus, cable bus, conduit, wire-way, trough, penetrates fire rated surface, install firestopping product in accordance with manufacturer's instructions.
- J. Non-Rated Surfaces:
 - 1. Seal opening through non-fire rated wall, partition, floor, ceiling and roof opening as follows:
 - a. Install sleeve through opening and extending beyond minimum of 1 inch on both sides of building element.
 - b. Size sleeve allowing minimum of 1 inch void between sleeve and building element.
 - c. Install type of firestopping material recommended by manufacturer.
 - d. Install escutcheons, floor plates or ceiling plates where conduit, penetrates non-fire rated surfaces in occupied spaces. Occupied spaces include rooms with finished ceilings and where penetration occurs below finished ceiling.
 - e. Exterior wall openings below grade: Assemble rubber links of mechanical sealing device to size of piping and tighten in place, in accordance with manufacturer's instructions.
 - f. Interior partitions: Seal pipe penetrations at clean rooms, laboratories, hospital spaces, computer rooms, telecommunication rooms, data rooms. Apply sealant to both sides of penetration to completely fill annular space between sleeve and conduit.

3.07 FIELD QUALITY CONTROL

- A. Section 01 4000 - Quality Requirements, and 01 7000 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect installed firestopping for compliance with specifications and submitted schedule.

3.08 CLEANING

- A. Section 01 7000 - Execution and Closeout Requirements: Requirements for cleaning.
- B. Clean adjacent surfaces of firestopping materials.

3.09 PROTECTION OF FINISHED WORK

- A. Section 01 7000 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Protect adjacent surfaces from damage by material installation.

3.10 SCHEDULES

| Pipe Size (inches) | Maximum Hanger Spacing (feet) | Hanger Rod Diameter (inches) |
|---|-------------------------------|------------------------------|
| 1/2 to 1-1/4 | 6.5 | 3/8 |
| 1-1/2 to 2 | 10 | 3/8 |
| 2-1/2 to 3 | 10 | 1/2 |
| 4 to 6 | 10 | 5/8 |
| 8 to 12 | 14 | 7/8 |
| PVC (All Sizes) | 6 | 3/8 |
| C.I. Bell and Spigot (or No Hub) and at Joint | 5 | 3/8 |

END OF SECTION 22 0529

SECTION 22 0719
PLUMBING PIPING INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Piping insulation.
- B. Jackets and accessories.

1.01 RELATED REQUIREMENTS

- A. Section 09 9000 - Painting and Coating: Painting insulation jacket.
- B. Section 22 1005 - Plumbing Piping: Placement of hangers and hanger inserts.

1.01 REFERENCE STANDARDS

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- B. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.
- C. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2013.
- D. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement; 2007 (Reapproved 2013).
- E. ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement; 2007 (Reapproved 2013).
- F. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2015.
- G. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008 (Reapproved 2013).
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- I. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2014.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.
- C. Manufacturer's Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

1.02 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with not less than three years of documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified in this section with minimum three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site, labeled with manufacturer's identification, product density, and thickness.

1.07 FIELD CONDITIONS

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 PRODUCTS

2.01 REQUIREMENTS FOR ALL PRODUCTS OF THIS SECTION

- A. Surface Burning Characteristics: Flame spread/smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84.

2.02 GLASS FIBER

- A. Manufacturers:
 - 1. Knauf Insulation: www.knaufusa.com.
 - 2. Johns Manville: www.jm.com.
 - 3. Owens Corning Corp: www.owenscorning.com.
 - 4. CertainTeed Corporation: www.certainteed.com.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.
- B. Insulation: ASTM C547; rigid molded, noncombustible.
 - 1. 'K' value: ASTM C177, 0.24 at 75 degrees F.
 - 2. Maximum service temperature: 850 degrees F.
 - 3. Maximum moisture absorption: 0.2 percent by volume.
- C. Insulation: ASTM C547; semi-rigid, noncombustible, end grain adhered to jacket.
 - 1. 'K' value: ASTM C177, 0.24 at 75 degrees F.
 - 2. Maximum service temperature: 650 degrees F.
 - 3. Maximum moisture absorption: 0.2 percent by volume.
- D. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.
- E. Vapor Barrier Lap Adhesive:
 - 1. Compatible with insulation.
- F. Insulating Cement/Mastic:
 - 1. ASTM C195; hydraulic setting on mineral wool.
- J. Insulating Cement:
 - 1. ASTM C449/C449M.

2.01 JACKETS

- A. PVC Plastic.
 - 1. Manufacturers:
 - a. Johns Manville Corporation: www.jm.com.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
 - 2. Jacket: One piece molded type fitting covers and sheet material, off-white color.
 - a. Minimum Service Temperature: 0 degrees F.
 - b. Maximum Service Temperature: 150 degrees F.
 - c. Moisture Vapor Permeability: 0.002 perm. inch, maximum, when tested in

accordance with ASTM E96/E96M.

- d. Thickness: 20 mil.
- e. Connections: Brush on welding adhesive.
- 3. Covering Adhesive Mastic:
 - a. Compatible with insulation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that piping has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NAIMA National Insulation Standards.
- C. Exposed Piping: Locate insulation and cover seams in least visible locations.
- D. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
- E. Glass fiber insulated pipes conveying fluids below ambient temperature:
 - 1. Provide vapor barrier jackets, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples and vapor barrier mastic.
 - 2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor barrier adhesive or PVC fitting covers.
- F. Glass fiber insulated pipes conveying fluids above ambient temperature:
 - 3. Provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure sensitive adhesive. Secure with outward clinch expanding staples.
 - 4. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
- G. Inserts and Shields:
 - 5. Application: Piping 1-1/2 inches diameter or larger.
 - 6. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
 - 7. Insert location: Between support shield and piping and under the finish jacket.
 - 8. Insert configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
 - 9. Insert material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.
- H. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, refer to Section 07 8400.
- I. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with PVC jacket and fitting covers.

3.03 SCHEDULES

- A. Plumbing Systems:
 - 1. Domestic Hot Water Supply:

- a. Glass Fiber, Rigid, Insulation:
 - 1) Pipe Size Range: Under 2 inches.
 - 2) Thickness: 1 inch.
 - 3) Pipe Size Range: Over 2 inches.
 - 4) Thickness: 1-1/2 inch.
- 2. Domestic Cold Water:
 - a. Glass Fiber, Rigid, Insulation:
 - 1) Pipe Size Range: 1 inch and under.
 - 2) Thickness: 1/2 inch.
 - 3) Pipe Size Range: Over 1 inch.
 - 4) Thickness: 1 inch.

END OF SECTION 220719

SECTION 22 1005
PLUMBING PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe, pipe fittings, valves, and connections for piping systems.
 - 1. Sanitary sewer.
 - 2. Domestic water.
 - 3. Flanges, unions, and couplings.
 - 4. Valves.

1.02 RELATED REQUIREMENTS

- A. Section 09 9000 - Painting and Coating.
- B. Section 22 0719- Plumbing Piping Insulation.

1.03 REFERENCE STANDARDS

- A. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2012.
- B. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2013.
- C. ASME B31.9 - Building Services Piping; 2014.
- D. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Welding, Brazing, and Fusing Qualifications; 2015.
- E. ASTM B32 - Standard Specification for Solder Metal; 2008 (Reapproved 2014).
- F. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2014.
- G. AWWA C651 - Disinfecting Water Mains; 2005.
- H. CISPI 301 - Standard Specification for Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste and Vent Piping Applications; 2009.
- I. CISPI 310 - Specification for Coupling for Use in Connection with Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications; 2011.
- J. MSS SP-80 - Bronze Gate, Globe, Angle and Check Valves; 2013.
- K. NSF 61 - Drinking Water System Components - Health Effects; 2014 (Errata 2015).

1.04 SUBMITTALS

- A. See Section 01 3000 -Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.
- C. Shop Drawings: For non-penetrating rooftop supports, submit detailed layout developed for this project, with design calculations for loadings and spacings.
- D. Project Record Documents: Record actual locations of valves.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with all applicable local codes and standards.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.
- C. Welding Materials and Procedures: Conform to ASME (BPV IX) .
- D. Welder Qualifications: Certified in accordance with ASME (BPV IX).

- E. Identify pipe with marking including size, ASTM material classification, ASTM specification, water pressure rating.

1.06 REGULATORY REQUIREMENTS

- A. Perform work in accordance with applicable plumbing code.
- B. Conform to applicable code for installation of backflow prevention devices.
- C. Provide certificate of compliance from authority having jurisdiction indicating approval of installation of backflow prevention devices.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Accept valves on site in shipping containers with labeling in place, inspect for damage.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system. Store pipe on sleepers, a minimum of 4 inches above surrounding grade at all times.

PART 2 PRODUCTS

2.01 WATER PIPING, ABOVE GRADE

- A. Copper Tube: ASTM B88 (ASTM B88M), Type L (B), Drawn (H).
 - 1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
 - 2. Joints: ASTM B32, alloy Sn95 solder.

2.03 FLANGES, UNIONS, AND COUPLINGS

- A. Unions for Pipe Sizes 3 Inches and Under:
 - 1. Ferrous pipe: Class 150 malleable iron threaded unions.
 - 2. Copper tube and pipe: Class 150 bronze unions with soldered joints.
- B. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

2.04 GATE VALVES

- A. Manufacturers:
 - 1. Hammond Valve Co.; Model IB641: www.hammondvalve.com.
 - 2. Nibco, Inc.; T-131: www.nibco.com.
 - 3. Milwaukee Valve Company; 1150: www.milwaukeevalve.com.
 - 4. Stockham; Model B-122: www.stockham.com.
 - 5. Apollo Valve; Model 101TLF: www.apollovalves.com.
 - 6. Substitutions: See Section 01 6000 - Product Requirements.
- B. Up to and Including 3 Inches:
 - 1. MSS SP-80, Class 150, bronze body, bronze trim, rising stem, handwheel, inside screw, solid wedge disc, solder or threaded ends.

2.05 BALL VALVES

- A. Manufacturers:
 - 1. Hammond Valve Co.; Model 8901: www.hammondvalve.com.
 - 2. Nibco, Inc.; T-585-70: www.nibco.com.
 - 3. Watts; Model B-6000: www.watts.com.

4. Stockham; Model 5216-BR-R-T: www.stockham.com.
 5. Apollo; Model 77CLF: www.apollovalves.com.
 6. Milwaukee Valve Company; Model BA-125/BA-100: www.milwaukeevalve.com.
 7. Substitutions: See Section 01 6000 - Product Requirements.
- B. Up to and including 3 inches:
1. MSS SP 110, Class 150, 600 WOG, bronze, two piece body, chrome plated brass ball, full port, teflon seats and stuffing box ring, blow-out proof stem, lever handle solder or threaded ends.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that excavations are to required grade, dry, and not over-excavated.

3.02 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
- D. Install piping to maintain headroom, conserve space, and not interfere with use of space.
- E. Group piping whenever practical at common elevations.
- F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- G. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 22 0719.
- H. Provide access where valves and fittings are not exposed. Coordinate size and location of access doors with Section 083100.
- I. Install vent piping penetrating roofed areas to maintain integrity of roof assembly.
- J. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
- K. Install valves with stems upright or horizontal, not inverted.
- L. Install water piping to ASME B31.9.
- M. Sleeve pipes passing through partitions, walls and floors.
- N. Inserts:
1. Provide inserts for placement in concrete formwork.
 2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
 3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches.
 4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
 5. For pipe runs of 1 inch or less and ran high and tight to the structure, use

Hubbard

Enterprises/Holdrite #121 or #125 Series Brackets in conjunction with Hubbard Enterprises/Holdrite #260 or #400 Series Inserts or approved equal.

6. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut recessed into and grouted flush with slab.

O. Pipe Hangers and Supports:

1. Install in accordance with ASME B31.9.
2. Support horizontal piping as scheduled.
3. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
4. Place hangers within 12 inches of each horizontal elbow.
5. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
6. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
7. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
8. Provide copper plated hangers and supports for copper piping or sheet lead packing between hanger or support and piping.
9. Prime coat exposed steel hangers and supports. Refer to Section 09 9000. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
10. Support cast iron drainage piping at every joint.
11. Support of pipe tubing and equipment is to be accomplished by means of engineered products specific to each application. Makeshift field devised methods will not be allowed.

3.04 APPLICATION

- A. Install unions downstream of valves and at equipment or apparatus connections.
- B. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.
- C. Install gate or ball valves for shut-off and to isolate equipment, part of systems, or vertical risers.

3.05 TOLERANCES

- A. Drainage Piping: Establish invert elevations within 1/2 inch vertically of location indicated and slope to drain at minimum of 1/4 inch per foot slope.
- B. Water Piping: Slope at minimum of 1/32 inch per foot and arrange to drain at low points.

3.06 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Prior to starting work, verify system is complete, flushed and clean.
- B. Ensure Ph of water to be treated is between 7.4 and 7.6 by adding alkali (caustic soda or soda ash) or acid (hydrochloric).
- C. Inject disinfectant, free chlorine in liquid, powder, tablet or gas form, throughout system to obtain 50 to 80 mg/L residual.
- D. Bleed water from outlets to ensure distribution and test for disinfectant residual at minimum 15 percent of outlets.
- E. Maintain disinfectant in system for 24 hours.
- F. If final disinfectant residual tests less than 25 mg/L, repeat treatment.

- G. Flush disinfectant from system until residual equal to that of incoming water or 1.0 mg/L.
- H. Take samples no sooner than 24 hours after flushing, from 10 percent of outlets and from water entry, and analyze in accordance with AWWA C651.

END OF SECTION 22 1005

SECTION 22 40 00
PLUMBING FIXTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water Closets.
- B. Flush Valves.
- C. Faucets
- D. Shower Columns, Shower enclosures.

1.02 RELATED REQUIREMENTS

- A. Section 07 90 05 - Joint Sealers: Seal fixtures to walls and floors.

1.03 REFERENCE STANDARDS

- A. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
- B. ANSI Z124.1.2 - American National Standard for Plastic Bathtub and Shower Units; 2005.
- C. ANSI Z358.1 - American National Standard for Emergency Eyewash and Shower Equipment; 2009.
- D. ASHRAE Std 18 - Methods of Testing for Rating Drinking-Water Coolers with Self-Contained Mechanical Refrigeration; 2008.
- E. ASME A112.6.1M - Supports for Off-the-Floor Plumbing Fixtures for Public Use; 1997 (Reaffirmed 2002).
- F. ASME A112.18.1 - Plumbing Supply Fittings; 2012.
- G. ASME A112.19.1M - Enameled Cast Iron Plumbing Fixtures; The American Society of Mechanical Engineers; 2008 (R2011).
- H. ASME A112.19.2 - Ceramic Plumbing Fixtures; 2013.
- I. ASME A112.19.3 - Stainless Steel Plumbing Fixtures (Designed for Residential Use); 2008(R2013).
- J. ASME A112.19.4M - Porcelain Enameled Formed Steel Plumbing Fixtures; 1994 (R2004).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
- C. Manufacturer's Instructions: Indicate installation methods and procedures.
- E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.
- F. Maintenance Data: Include fixture trim exploded view and replacement parts lists.
- G. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.05 CLOSEOUT SUBMITTALS

- A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.

- B. Operation and Maintenance Data: Submit fixture, trim, exploded view and replacement parts lists.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with applicable codes.
- B. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
- C. Installer Qualifications: Company specializing in performing work of this section with minimum three years experience.

1.07 REGULATORY REQUIREMENTS

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Accept fixtures on site in factory packaging. Inspect for damage.
- C. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.09 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Product warranties and product bonds.

PART 2 PRODUCTS

2.01 FLUSH VALVE WATER CLOSET:

- A. Water Closets (WC-1): Vitreous China ADA, ASME A112.18.2, floor mounted, siphon jet flush action, china bolt caps.
 - 1. Flush Volume: 1.6 gallon, maximum.
 - 2. Flush Valve: Top spud.
 - 3. Supply Size: 1-1/2 inches
 - 4. Manufacturers:
 - a. American Standard Inc; Madera 2857.016.020: www.americanstandard.com.
 - b. Eljer, Inc; www.eljier.com.
 - c. Kohler Company: www.kohlerco.com.
 - d. Substitutions: See Section 01 6000 – Product Requirements.
- B. Flush Valves: ASME A112.18.1, diaphragm type.
 - 1. Manual Flush Valve: Sloan 1.6 gallons per flush 111 Royal 1.6 Flush Valve with Sweat.
- C. Seats:
 - 1. Manufacturers:
 - a. Church Seat Company; Model #9500C: www.churchseats.com
 - b. Olsonite; Model #95: www.olsonite.com.
 - 2. Solid white plastic, open front, extended back, brass bolts, without cover.

2.02 FLUSH VALVE FOR URINALS

- A. 1.0 gpf, spud coupling and Flange for ¾" top spud.

1. Manufacturer:
 - a. Sloan; Model Royal Flushometer 186-1.
 - b. Substitutions: See Section 01 6000 – Product Requirements.

2.03 FAUCETS FOR LAVS

- A. 0.5 gpm pressure compensating vandal resistant spray. Indexed metal lever handle. Less drain, Less pop-up hole. 4" hole spacing.
 1. Manufacturer:
 - a. American Standard: Reliant 3 – Single Control Lavatory Faucet.
 - b. Substitutions: See Section 01 6000 – Product Requirements.

2.04 WALL SHOWERS

- A. 16 gage, type 304 stainless steel housing with end caps; satin finish.
 1. Size: 1 ft -10 inch high x maximum 10 foot long sections (2 ft – 6 in high at ADA shower)
 2. Piping:
 - a. Type "L" copper tubing with bronze or wrought copper fittings - prepiped.
 3. Control Valve:
 - a. Replaceable cartridges serviceable from face of shower. Tamper resistant valve with easy to close mechanism and low leverage handle.
 - b. Temperature-Pressure balancing with Ligature Resistant Tri-Lever handle.
 4. Shower Heads:
 - a. Solid Brass, triple chrome-plated with built-in 1.6 GPM flow restrictor.
 - b. Adjustable spray pattern from fine mist to coarse stream.
 5. Manufacturer:
 - a. Acorn; Acme Type 1 Wall Shower
 - b. Substitutions: See Section 01 6000 – Product Requirements.

2.05 SHOWER COLUMNS

- A. 16 gage, type 304 stainless steel or polished chrome-plated brass. Valve manifold of cast brass. Column drain slots.
 1. Drain fitting: Cast iron with five stainless steel mounting bolts.
 2. Base flange: 13 gage.
 3. Number of shower heads: 4-person per Column Shower
 4. Soap Dish: Each station on the column shower to have a stainless steel soap tray.
 5. Shower Head Height: 6'-0"
 6. Shower Valve: Thermostatic Mixing Valve.
 7. Shower Head Type: Standard Showerhead, 1.5 GPM
 8. Stainless steel pipe shroud to ceiling.
 9. Manufacturer:
 - a. Bradley, Model COL-4C
 - b. Substitutions: See Section 01 6000 – Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify that walls and floor finishes are prepared and ready for installation of fixtures.

3.02 PREPARATION

- A. Rough-in fixture piping connections in accordance with minimum sizes required for particular fixture.

3.03 INSTALLATION

- A. Install work in accordance with all applicable codes.
- B. Install each fixture with new trap, easily removable for servicing and cleaning.
- C. Provide chrome plated rigid or flexible supplies to fixtures with screwdriver stops, reducers, and escutcheons. Install new wall stops at all lavs.
- D. Install components level and plumb.
- E. Install and secure fixtures in place with wall carriers and bolts.
- F. Seal fixtures to wall and floor surfaces with sealant as specified in Section 07 90 05, color to match fixture.

3.04 ADJUSTING

- A. Section 01 70 00 - Execution Requirements: Testing, adjusting, and balancing.
- B. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.05 PROTECTION

- A. Protect installed products from damage due to subsequent construction operations.
- B. Do not permit use of fixtures by construction personnel.
- C. Repair or replace damaged products before Date of Substantial Completion.

END OF SECTION 22 40 00