PROJECT MANUAL

GRANDVIEW
SCHOOL DISTRICT
NO. 200

ACCESS CONTROL PROJECT

Grandview School District No. 200
913 West 2nd Street
Grandview, WA 98930
Phone: (509) 882-8500
Fax: (509) 882-2029

BID SET

July 09, 2013

Owner:

Kevin Chase, Superintendent
Grandview School District No. 200
913 West 2nd Street
Grandview, Washington 98930
(509) 882-8500

Owner's Representative:

Lathan Wedin
Ketchum Enterprises Inc.
212 West Third Street
Wapato, WA 98951
Phone: (509) 250-3460
Email: Lathan@ketchumenterprisesinc.com

SECTION 000000

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End of Section 000000

TO: Yakima Herald-Republic
CLASSIFICATION: Legals
RUN DATES: July 11, 2013
July 18, 2013

CALL FOR BIDS

The Board of Directors of the Grandview School District No. 200 is calling for sealed bids for the GRANDVIEW SCHOOL DISTRICT ACCESS CONTROL PROJECT. Bids are to be submitted in a sealed envelope addressed to the person and address listed below or delivered in person to the Administration Building, 913 West 2nd Street, Grandview, Washington 98930. The envelope shall bear, on the outside, the name and address of the bidder, the date of the bid opening, and be plainly marked "ACCESS CONTROL PROJECT BID".

Sealed bids will be received by the Grandview School District No. 200, up to, but not later than 2:00 p.m. on July 30, 2013. Bids will be opened on July 30, 2013 at 2:15 p.m.

Each Bid must be submitted in accordance with the Contract Documents. A five percent (5%) Bid Deposit payable to Grandview School District is required with the sealed bid. The Deposit must either be a surety bond, postal money order, cashier's check or certified check equal to 5% of the amount of the Base Bid.

Contract documents are available via Grandview School District webpage at http://www.gsd200.org and for viewing at the Grandview Administration Office building.

A mandatory walkthrough for the Access Control Project will be held July 22, 2013 at 10:00 am starting at the Grandview School District Administration Office Building second floor conference room.

The Board of Directors of the Grandview School District reserves the right to reject any or all bids, to waive any informalities or irregularities in the bidding, and to accept the bid deemed best for the School District.

Grandview School District No. 200
Attn: Brad Shreeve
913 West 2nd Street
Grandview, WA 98930

SECTION 000100

INVITATION TO BID

Notice is hereby given that sealed bids will be received by Grandview School District No. 200, 913 West 2nd Street, Grandview, WA 98930 for the Grandview School District ACCESS CONTROL PROJECT.

> Base bids will be received on Part 1 of the Form of Bid and Part 2 of the Form of Bid the required List of Subcontractors as specified in paragraph 1.32 of the Instructions to Bidders, on July 30, 2013 at 2:00 PM. At 2:15 PM the bids will be publicly read aloud.

Each Bidder shall be solely responsible for seeing that his/her bid is present on or before the specified time and place for receipt of bids. Bids received after time fixed for opening cannot be considered.

A five percent (5%) Bid Deposit is required with the sealed bid. The Deposit must either be a surety bond, postal money order, cash, cashier's check, or certified check equal to 5% of the amount of the bid and for the highest option. Deposit of unsuccessful bidders will be returned; however, the three lowest will be held until after award of Contract. Bid deposit of successful bidder will be returned upon receipt and acceptance of completed Performance and Payment Bond, Certificate of Insurance and signed Contract Agreement.

A one hundred percent (100%) contractor's Performance and Payment Bond is required. The Bond must be delivered to the Owner within ten (10) days after issuance of Notice of Intent to Award Contract to the successful bidder. Bond must be approved before award is final. The Bond shall be written in statutory form for Public Work, as required by State of Washington, RCW 39.08, by a surety firm licensed to do business in the State of Washington with a minimum A.M. Best Rating of A-/VII.

A Public Works Contract is required. A Contract is supplied in the contract documents for use; the supplied Contract or Public Works Contract must be transmitted to Grandview School District No. 200, five (5) days after issuance of Notice of Intent to Award Contract. Approval of the Contract is required before award is final.

Certificate(s) and Endorsement(s) of Insurance are required. The Contractor must be prepared to furnish them within five (5) days of issuance of Notice of Intent to Award Contract. The insurance coverage shall be in the amount and coverage indicated in the General Conditions and must include a Certificate of Insurance naming Grandview School District No. 200 as an "additional insured" provide an endorsement naming Grandview School District No. 200 as an "additional insured". The Certificate and Endorsement must have a Cancellation Clause requiring notification by certified mail to Grandview School District No. 200, fifteen (15) days prior to cancellation.

Contractor must submit on Part 2 of the Form of Bid, as part of its bid, a list of the names of all subcontractors whose subcontract amounts are more than ten percent (10%) of the bid price. Failure to complete properly the subcontractor list may render the bid void.

The Grandview School District No. 200 reserves the right to reject any and all bids and to waive any irregularities or informalities.

The right is reserved by the Grandview School District No. 200 to postpone contract award for the period of thirty (30) days after the bid opening.

The Grandview School District No. 200 is an Equal Opportunity Employer.

The Contractor will be required to comply with all Local, State and Federal laws regarding prevailing wages, working hours and equal employment opportunities in the performance of a public works contract.

No bidder may withdraw the bid after the hour set for the opening thereof, or before award of contract, unless said award is delayed for a period exceeding thirty (30) days.

Dated July 09, 2013

Grandview School District No. 200
913 West 2nd Street
Grandview, WA 98930

END OF SECTION 000100

SECTION 000200

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 GENERAL

A. Your proposal, to be entitled to consideration, must comply with the following instructions:

1.02 EXAMINATION OF SITE AND CONDITIONS

A. The bidder is required to examine carefully the site of the proposed work, the proposal, plans and specifications and contract forms before submitting a proposal. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work as scheduled, or as at any time altered without resulting in increases or decreases of more than the percentage limits stipulated in the hereinafter-mentioned specifications; and as to the character, quality and entities of work to be performed and material to be furnished, including said increases or decreases, and as to the requirements of the plans, specifications, supplemental specifications, special provisions and contract.

B. No statement made by any officer, agent or employee of the Owner, in relation to the physical conditions pertaining to the site or the work will be binding on the Owner.

1.03 PROPOSAL SUMS

A. The sum of money shown on the proposal covering all work included in Base Bid Contract Documents, together with any addenda thereto shall include all items of labor, material, equipment, overhead and compensation to complete all of the work under each particular heading. Bid shall not include any applicable State or Local Sales Taxes.

1.04 TAXES

A. The Contract Sum and any agreed variations thereof include all taxes imposed by law, except State and Local Sales Taxes. Sales Tax will be collected from the Owner and will be paid to the State by the Contractor in conformance with the law. A proportion of the amount of Washington State Sales Tax will be added to each payment voucher. The Contractor shall furnish proof of payment of all taxes required by law.

1.05 LAWS AND REGULATIONS

A. The bidder is assumed to be familiar with all Federal, State, County and City laws and regulations which in any manner affect those engaged or employed in the work or the materials or Equipment used in the proposed construction, or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of

ignorance thereof.

1.06 BID SECURITY

A. All bids must be accompanied by bid deposit in the form of a Surety Bond, Postal Money Order, Cash, Cashier's Check or Certified Check made payable to Grandview School District No. 207, in the amount equal to 5% of the amount of the bid proposed as evidence of good faith. Failure of the successful bidder to enter into the contract, and to furnish a Contractor's Performance and Payment Bond and required insurance documents within five (5) days after issuance of Notice of Intent to Award Contract, exclusive of the day of notice, will result in the amount of the bid deposit being forfeited to the Owner, as liquidated damages but not as a penalty. The Owner will retain the bid security of the three lowest bidders until award and execution of the construction contract.

1.07 LIQUIDATED DAMAGES

A. Time is of the essence of the work under the contract. Contractors shall note that the work must be completed within the time limit stated in Summary of Work, Section 000400. Failure to timely complete this contract will result in liquidated damages pursuant to Article 3.3 of the Contract.

B. Once Substantial Completion is given on the work, the Contractor will have ten (10) days to fully complete the work. If the work is not fully complete, the Contractor will be responsible for all costs of Owner, Architect, Engineers similar to those costs listed in the Contract and in the General Conditions 9.8.

1.08 FILLING IN THE PROPOSAL FORMS

A. The bidder shall submit its proposal on the forms furnished by the Owner in these specifications. All blank spaces in the proposal form shall be properly filled in. If the proposal is made by a partnership, it shall contain the names of each partner and shall be signed in the firm name, followed by the authorized signature of the person signing. If the proposal is made by a corporation, it shall be signed by the name of the corporation, followed by the written signature of the officer signing, and the printed or typewritten designation of the office he holds in the corporation. The address of the bidder shall be typed or printed on the proposal.

1.09 SUBMISSION OF PROPOSAL

A. The bid shall be completely sealed in an opaque package, properly addressed to the Owner, Grandview School District No. 200, 913 West 2nd Street, Grandview, WA 98930 with the name of the bidder and marked "**ACCESS CONTROL PROJECT BID**" on the outside of the package.

B. Bids will be received up to the time and place stated in the Advertisement for Bids. The Advertisement for Bids provides that a deposit for plans and specifications will be required from each bidder.

C. Oral Bids, telegraphic bids, faxed bids, telephonic bids, oral modifications, telegraphic modifications or telephonic modifications of bids will not be considered.

D. The Owner reserves the right to reject any or all bids and to waive informalities.

1.10 SUBSTITUTIONS AND APPROVAL BEFORE RECEIPT OF BIDS

A. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's name, trademark, model or catalog number, only such specific items may be used in the base bid, except as hereinafter provided.

B. When the term "or approved equal" is employed, any item or material not specifically named by manufacturer's name shall be subject to the Architects' approval. Requests for approval shall be submitted to the Architect in writing at least five (5) days prior to receiving of bids. Requests received after that time will not be considered.

C. Requests for approval shall clearly describe the product for which approval is asked, the specific application, and shall be accompanied by samples, record of performance, certified copies of tests by impartial and recognized laboratories, and such additional information as the Architect may reasonably request. Approval of all items and materials will be given only by written addendum sent to all plan holders.

D. After award of contracts, no substitution will be permitted unless approved by Owner and Architect and an approved price adjustment is agreed upon.

E. Substitutions will not be considered if, for their implementation, they require a revision of contract documents in order to accommodate their use.

F. Proposals for changes in structure, design or function will not be considered. The cost of any redesign caused by a substitution shall be borne by the substituting Contractor.

1.11 WITHDRAWAL OF PROPOSAL

A. At any time prior to the scheduled closing time for receipt of proposals, any bidder may withdraw its proposal, either personally or by telegraphic or written request. After the scheduled closing time for the receipt of proposals or before the award of contract, no bidder will be permitted to withdraw his proposal unless said award is delayed for a period exceeding thirty (30) days, or until execution of contract, whichever is the shorter time.

1.12 OPENING OF PROPOSAL

A. At the time and place set for the opening and reading of proposals, each and every proposal (except those which may have been withdrawn in accordance with the foregoing WITHDRAWAL OF PROPOSAL) received prior to the scheduled closing time for receipt of proposals will be publicly opened and read aloud, irrespective of any irregularities or informalities in such proposals.

1.13 EVIDENCE OF QUALIFICATIONS

A. Upon request of the Owner, a bidder whose proposal is under consideration for award of the Contract shall promptly submit satisfactory evidence of its financial resources, its experience, and the organization and equipment it has available for the performance of the Contract.

1.14 EXECUTION OF CONTRACT

A. The successful bidder will be required within five (5) days after issuance of Notice of Intent to Award Contract to execute said Contract and to furnish a Performance and Payment Bond for 100% of the Contract sum, plus sales tax, and the required evidence of insurance for the minimum coverage's as described in the General Conditions 11.4.

1.15 CONTRACT, PERFORMANCE AND PAYMENT AND LABOR AND MATERIAL BOND

A. SIGNATURES / PROPRIETORSHIP

1. Execution by the Contractor should be in the correct legal name. If a sole proprietorship (even though the words "And Company" appear), the person should name himself/herself as Owner. Example: John Doe dba/John Doe Company.
2. Partnership: If the Contractor is a partnership, the managing partner should sign, describing himself/herself as such.
3. Corporation: If the Contractor is a corporation, a signature for the corporation by the President or equivalent and by the Secretary or equivalent, describing themselves as such will be presumed sufficient. If the corporation has a resolution or copy of by-laws authorizing some other signature, the resolution or copy of the by-laws should be with the Contract.
4. Authorized signatures for the bonding company and satisfactory evidence of said authority, is required on the Performance and Payment Bond.

1.16 SUBCONTRACTOR PERFORMANCE BONDS AND BONDABILITY

A. Within ten days after the issuance of the Notice of Intent to Award, the Subcontractors listed below shall deliver evidence of their performance bondability to the Owner through the Contractor. The evidence of bondability shall be in an amount equal to the full sum of the subcontract between the Subcontractor and the Contractor but shall not include sales tax. If the Owner elects to require such performance bond(s) from one or more of the Subcontractors, it must 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 Owner's written notice, unless otherwise agreed by the parties. Such performance bond(s) from Subcontractors shall comply with subparagraph 11.4.2 of the General Conditions.

1.17 TIME OF DELIVERY OF BOND

A. The Bidder shall deliver the required Bond to the Owner not later than five (5) days after issuance of Notice of Intent to Award Contract or if the Work is commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work submit evidence satisfactory to the Owner that such Bond will be furnished. Any Work performed prior to the submittal and approval of a Bond will be at the Contractor's risk.

B. Unless otherwise specified in the Bidding Documents, the Bond shall be written in Statutory Form for public work, as required by State of Washington RCW 39.08, by a surety firm licensed to do business in the State of Washington with an A.M. Best rating of not less than A-/VII.

C. The Bidder shall require the Attorney-in-Fact who executed the required Bond on behalf of the surety to affix thereto a certified and current copy of Power of Attorney.

1.18 CHANGE ORDERS

A. Contractor shall comply with the General Conditions, Article 7.

1.19 CONTRACTS IDENTIFICATION

A. If the bidder is a partnership, so state, giving name under which business is transacted.

B. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

1.20 DISCREPANCIES

A. Should a bidder find discrepancies in, or omission from, the drawings or specifications, or be in doubt as to their meaning, the bidder should at once notify the Architect, who will send a written instruction to all bidders in the form of an addendum. Neither the Owner nor the Architect will be responsible for any oral instructions. Questions received less than 72 hours before bids close cannot be answered. All addenda issued during the time of bidding will be numbered consecutively and will be incorporated into the contract. It is the Contractor's responsibility to be sure that it has checked all addenda.

1.21 PLANS AND SPECIFICATIONS

A. Plans and specifications are bound as part of these contract documents and attached as part of the solicitation to bid.

1.22 PRE-BID CONFERENCE

A. A MANDATORY pre-bid walkthrough/conference has been scheduled for July 22, 2013 at 10:00 am in the Grandview School District Administration Office Conference Room.

1.23 FORFEITURE OF BID GUARANTEE

A. Should the successful bidder fail to enter into a contact and furnish the required Performance and Payment Bond and insurance documents within five (5) days after issuance of Notice of Intent to Award Contract, its bid guarantee will be forfeited to the Owner as liquidated damages, but not a penalty.

1.24 ALTERNATE BIDS

A. Alternate bids, other than those provided in the Specifications cannot be considered.

B. Any of the Additive Alternate Bids may be added to the Project Scope at the Owner's sole discretion.

1.25 REVIEW OF CONTRACT DOCUMENTS

A. The Contractor shall carefully study and compare the Contract Documents and shall report any error, inconsistency or omission for interpretation by the Architect per Paragraph 1.20. Interpretation after the bid may result in the more costly solution being utilized, with no change in the bid price.

1.26 DISQUALIFICATION OF BIDDERS

A. The Owner in its discretion, may determine that a bidder is not responsible and reject its proposal for any of the following reasons:

1. More than one proposal on the same project from a bidder under the same or different names.
2. Evidence of collusion with any other bidder or bidders. Participants in such collusion shall be disqualified from submitting bids on further projects.
3. If Bidder is not qualified for the work involved or to the extent of its bid.
4. Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship or progress, as shown by past or current work for the Owner or others.
5. Uncompleted work, whether for the Owner or otherwise, which might hinder or prevent the prompt completion of work bid upon.
6. Failure to pay or settle bills for labor or materials on former or current contracts.

1.27 AWARD OF CONTRACT

A. The Owner intends 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 lowest Bid Amount shall be determined by the sum of the Base Bid and the Additive Alternate Bids that are accepted.

B. The Owner also reserves the right to award Additive Alternate Bids in its sole discretion.

C. The Owner reserves the right to reject any and all bids and make further calls for bids in the same manner as the original call.

1.28 NON – DISCRIMINATION

A. The Owner is an equal opportunity employer. The bidder understands and agrees that its non-compliance with applicable Federal and State anti-discrimination laws may result in rejection of the bid or subsequent cancellation of this contract.

1.29 RECIPROCAL PREFERENCE RESIDENT CONTRACTORS

In accordance with RCW 39.04.380 the State of Washington is enforcing a Reciprocal Preference for Resident Contractors. Any Public Works bid received from a nonresident contractor from a state that provides an In-State percentage bidding preference, a comparable percentage disadvantaged must be applied to the bid of that nonresident contractor.

A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

a. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.
b. At the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award. This Section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280 or any other procurement exempt from competitive bidding.

For a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the in-state contractor percent advantage provided by the contractor's home state.
For the purpose of determining the successful bidder, multiply the Nonresident Contractor bid amount by the CPD. The "bid amount" shall be the total of the base bid and all accepted alternate bid items. The CPD shall be added to the Nonresident Contractor bid amount which equates to the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington contractor bid amounts. The responsible bidder with the lowest total shall be the successful bidder. See example below:

EXAMPLE: Alaska Nonresident Contractor Bid Amount	$100,000
Multiplied by the Alaska CPD	x 0.05
Alaska CPD Total	$ 5,000

Alaska Nonresident Contractor Bid Amount	$100,000
Alaska CPD Total	$ 5,000
Nonresident Disadvantage Total	$105,000*

* Note: If the nonresident Disadvantage Total is lower than all other Washington Contractor bid amounts, the Alaska nonresident contractor is the successful bidder, if responsible, and be awarded the a contract for the bid amount of $100,000.
If the nonresident disadvantage total is higher than a Washington contractor bid amount, the responsible successful Washington bidder will be awarded a contract for the bid amount.

1.30 PREVAILING WAGES

A. This is a prevailing wage project, subject to the provisions of the entire chapter of RCW 39.12 (Revised Code of Washington, Chapter 39.12).

1.31 ADDENDA

A. Addenda will be emailed, mailed, delivered or faxed to all who are known by the Owner to have received a complete set of Bidding Documents.

B. No Addendum will be issued later than 24 hours prior to the date for receipt of Bids except an Addendum if necessary, postponing the date for receipt of Bids or withdrawing the requests for Bids.

C. It is the Bidder's responsibility to ascertain prior to submitting the Bid that the Bidder has received all Addenda issued, and shall acknowledge their receipt in the space provided on the Bid Form.

1.32 SUBCONTRACTOR LISTS

A. Contractor must submit on Part 2 of the Form of Bid, as part of its bid, a list of the names of all subcontractors for each of the types of work listed on Part 2, and with whom the Contractor will contract for the categories of work listed, or list itself for the listed types of work. Failure to complete properly the subcontractor list may render the bid void. Provide a reference list of previous temporary modular lease projects subcontractors have completed.

1.33 RIGHT OF AUDIT

A. The owner or its representative shall have the right to audit the books and records of the contractor or subcontractor or supplier of any tier. The contractor shall provide the Owner with access to any books, correspondence, instructions, receipts, vouchers, memoranda and other records relating to the contract. The contractor authorizes the Owner (and shall require its subcontractors to authorize the owner) to communicate directly with suppliers of labor and material regarding items chargeable to the owner and, if it so elects to confirm balances due.

1.34 HAZARDOUS MATERIALS

A. As required by OSHA and WISHA laws, this is to inform you and your employees that our Material Data Safety Sheet books are available on request from the Owner or Project Manager.

B. To the extent we are aware, you will be informed if you are working in an area where you or your employees might be exposed to hazardous materials and chemicals.

C. Grandview School District No. 200 requires MSD Sheets of any hazardous materials or chemicals that you or your company, subcontractors and/or employees bring into the District. All hazardous materials and chemicals brought into the District must be labeled with manufacturer's name of material, warning and name of chemicals in content.

1.35 ADDITIONAL BID INFORMATION

A. Submit the following Supplements concurrent with bid submission:

1. DOCUMENT 000304 – FORM 3 – LIST OF ALTERNATES
   Include the cost variation to the Bid Amount applicable to the Work described in Section 012300 and the Drawings.

END OF SECTION 000200

SECTION 000300

FORM OF BID

Part 1 of 3

To: Mr. Brad Shreeve
Grandview School District No. 200
913 West 2nd Street
Grandview, WA 98930

Part 1: To Be Submitted By July 30, 2013 at or before 2:00 PM.

Pursuant to and in compliance with the Invitation to Bid and the Instructions to Bidders, and to other documents relating thereto, the Undersigned hereby proposes to furnish all labor and materials and to perform all Work for the Grandview School District No. 200 ACCESS CONTROL PROJECT, as requested by and in strict accordance with the Contract Documents, Schedules and Drawings, and with all addenda prepared by Ketchum Enterprises Inc. for the following sum of:

A. **BASE BID**

For: GRANDVIEW SCHOOL DISTRICT ACCESS CONTROL PROJECT all work;

_____ Dollars

$ _____ (not including sales tax).

Amounts shall be shown in both words and figures. In case of discrepancies, the amount shown in words will govern. The intent is to award all work to one contract

B. STATE & LOCAL SALES TAX: None of the above bids include State or Local Sales Tax.

C. OVERHEAD & PROFIT: The Undersigned agrees that all of the above-named Basic Bid includes all Contractor's overhead and profit or fees.

D. REINSTATEMENT OF ALTERNATES: The Undersigned agrees that the Owner has the right to reinstate, at the Bid Price, any alternate bid not incorporated into the Contract if the Owner notifies the Undersigned within thirty (30) days after the initial official Notice to Proceed with Work is issued.

E. TIME OF COMPLETION: The Undersigned hereby agrees to commence work under this contract on or before a date specified to be written in a "Notice to Proceed," and to substantially complete the Work within the consecutive calendar days as specified in the Summary of Work, Section 000400, and to be fully completed within seven (7) calendar days after date of substantial completion.

F. TIME IS OF THE ESSENCE: Time is of the essence for all work to be performed under this contract. Contractors shall note that the Work must be completed within the time limits specified above.

G. LIQUIDATED DAMAGES: Failure to complete this contract in a timely manner will result in liquidated damages pursuant to Section 000200.

H. CONTRACT & BOND(S): If a written Notice of Intent to Award Contract is issued to the Undersigned within five (5) days after the date of opening of the bids, or at any time thereafter prior to the bid being withdrawn by the Undersigned, the Undersigned agrees to execute and deliver a contract in the form required by the Contract Documents and in accordance with the bid as accepted, with partial payments provided for in accordance with the laws of the State of Washington relating to such payments for Public Works (Chapter 60.28 RCW); and to provide the Performance and Payment Bond and required insurance documents as specified with good and sufficient insurers, surety or sureties acceptable to the Owner, within five (5) days after issuance of the Notice of Intent to Award Contract, exclusive of the day of notice.

I. BID GUARANTEE: The Undersigned further agrees that the postal money order, certified or bank cashier's check or Bid Bond (collectively "Bid Guarantee") payable to the Owner, accompanying this proposal, is left in escrow with the Owner; that its amount is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract and Bond, and that if the Undersigned defaults in executing and delivering that Contract and in providing the Bond and insurance documents within five (5) days of issuance of Notice of Intent to Award Contract, then the Bid Guarantee shall be forfeited to the Owner; but if this proposal is not accepted by the Owner within thirty (30) days of the time set for the opening of bids, or if the Undersigned executes and delivers said Contract, insurance documents and Bond, the Bid Guarantee shall be returned to the Undersigned.

J. SUBCONTRACTOR LIST: Contractors must submit on Part 2 of Form of Bid as part of their bid, a list of the names of all subcontractors whose subcontracted amounts are equal to or more than ten percent (10%) of the bid price. Failure to submit such this list with the base bid can render the entire bid void.

K. ADDENDA: Receipt of addenda numbered _____ through _____ is hereby acknowledged.

L. SIGNATURE | SUBMITTED BY:

_____
(Legal name of person, firm or corporation submitting bid)

_____	_____
Street Address	By
_____	_____
City, State, Zip	Title
_____	_____
Telephone	Contractor's License No.

END OF SECTION 000300

SECTION 000302

FORM OF BID

Part 2 of 3

To: Mr. Brad Shreeve
Grandview School District No. 200
913 West 2nd Street
Grandview, WA 98930

Part 2: To Be Submitted By July 30, 2013 at or before 2:00 PM.

Pursuant to and in compliance with the Advertisement for Bids and the Instructions to Bidders, and to other documents relating thereto, the Undersigned hereby submits the names of subcontractors whose subcontract amount exceeds 10% of the Base Bid:

Subcontractor

_____

_____

_____

_____

_____

_____

_____

_____

(Legal name of person, firm or corporation submitting bid)

Street Address	By
City, State, Zip	Title
Telephone	Contractor's License No.

END OF SECTION 000302

SECTION 000304

FORM OF BID

Part 3 of 3

To: Mr. Brad Shreeve
Grandview School District No. 200
913 West 2nd Street
Grandview, WA 98930

Part 3: To Be Submitted By July 30, 2013 at 2:00 PM.

1.01 PARTICULARS

A. The following is the list of Alternates referenced in the bid submitted by:

B. (BIDDER)_____

C. TO: Owner

D. Dated _____ and which is an integral part of the Bid Form.

1.02 ALTERNATES LIST

The following amounts shall be added to or deducted from (circle one) the Bid Amount. Refer to Section 012300 – Alternates: Schedule of Alternates.

A. Alternate Bid # 1: (ADD) (DEDUCT) $_____

I. ID Badge System Hardware.

B. Alternate Bid # 2: (ADD) (DEDUCT) $_____

I. Access control system for High School Door # 17.

C. Alternate Bid #3: (ADD) (DEDUCT) $_____

I. Access control system for Smith Elementary School Door # 8.

_____
(Legal name of person, firm or corporation submitting bid)

Street Address	By
City, State, Zip	Title
Telephone	Contractor's License No.

END OF SECTION 000304

SECTION 000400

SUMMARY OF WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including General and Specification Sections, apply to this Section.

1.2 WORK COVERED BY THE CONTRACT DOCUMENTS

A. The Project work consists of providing all work and materials to complete the Grandview School District Access Control Project as shown on the Drawings and described in the Project Manual for the base bid as set forth in these Contract Documents, as awarded.

B. Project Location: The site physical addresses:

i. Grandview Administration Office, 913 West 2nd Street, Grandview, WA 98930
ii. Grandview High School, 1601 West 5th Street, Grandview, WA 98930
iii. Compass High School, 913 West 2nd Street, Grandview, WA 98930
iv. Grandview Middle School, 1401 West 2nd Street, Grandview, WA 98930
v. Harriet Thompson Elementary School, 1105 West 2nd Street, Grandview, WA 98930
vi. Smith Elementary School, 205 Fir Avenue Grandview, WA 98930
vii. McClure Elementary School, 811 West 2nd Street, Grandview, WA 98930

C. Owner:

Grandview School District No. 200
Kevin Chase, Superintendent
913 West 2nd Street
Grandview, WA 98930
509.882.8500 phone
509.882.2029 fax

D. Owner's Project Representative:

Lathan Wedin
Ketchum Enterprises Inc.
212 West Third Street
Wapato, WA 98951
Phone: (509) 250-3460
lathan@ketchumenterprisesinc.com

E. The work generally includes, but is not limited to the following:

The vendor shall furnish all equipment, material and labor required to provide and connect in accordance with this specification and applicable drawings a fully operational Physical Access Control System to the complete satisfaction of the customer.

The complete system installed at each location shall meet all applicable Fire Codes for exiting the building.

It is the intent of this specification to provide a complete and operational system ready for use. All equipment, accessories and/or materials necessary for the proper operation of the System as specified, not specified or described but is normally provided in similar systems shall be deemed part of the specifications and shall be provided by the vendor.

F. DETAILED SCOPE OF WORK

<u>District Office (second floor "Compass High School"</u>

a. Access Control System Server Software
b. Access Control System Client Software
c. Integrated ID Badging Software License compatible with Identity Management System
d. Video Security Communication System
e. ID Badge System Photo ID Printer
f. ID Badge System Photo ID Camera Package
g. All labor, professional services, and training

<u>Grandview High School</u>

a. Doors: 16 (17 if alternate selected)
b. Alternate # 2: one Door (Card Read)
c. Crash Bars & Door Hardware: Replace and/or Update current door hardware to operate with card access and VSCS
d. RFID Readers: 14 Card Read (15 if alternate), 2 Card Read + Keypad
e. Control Panel(s): Specify to meet required number of door readers
f. Integrated Visitor Management System with all system software and hardware
g. Video Security Communication System:
    i. 1 Video/Audio Flush Mount Door Station
    ii. 1 Master Station
h. Integrated ID Badging Software License compatible with Identity Management System
i. ID Badge System Photo ID Printer
j. ID Badge System Photo ID Camera Package
k. All labor, professional services, training, and peripheral hardware (cable, sensors, etc.)

Grandview Middle School

a. Doors: 11
b. Crash Bars & Door Hardware: Replace and/or Update current door hardware to operate with card access and VSCS
c. RFID Readers: 10 Card Read, 1 Card Read + Keypad
d. Control Panel(s): Specify to meet required number of door readers
e. Integrated Visitor Management System with all system software and hardware
f. Video Security Communication System:
    - 1 Video/Audio Flush Mount Door Station
    - 1 Master Station
g. Integrated ID Badging Software License compatible with Identity Management System
h. ID Badge System Photo ID Printer
i. ID Badge System Photo ID Camera Package
j. All labor, professional services, training, and peripheral hardware (cable, sensors, etc.)

Compass High School

a. Doors: 4
b. Crash Bars & Door Hardware: Replace and/or Update current door hardware to operate with card access and VSCS
c. RFID Readers: 3 Card Read, 1 Card Read + Keypad
d. Control Panel(s): Specify to meet required number of door readers
e. Integrated Visitor Management System with all system software and hardware
f. Video Security Communication System:
    - 1 Video/Audio Flush Mount Door Station
    - 1 Master Station
g. All labor, professional services, training, and peripheral hardware (cable, sensors, etc.)

Harriet Thompson Elementary School

a. Doors: 3
b. Crash Bars & Door Hardware: Replace and/or Update current door hardware to operate with card access and VSCS
c. RFID Readers: 2 Card Read, 1 Card Read + Keypad
d. Control Panel(s): Specify to meet required number of door readers
e. Integrated Visitor Management System with all system software and hardware
f. Video Security Communication System:
    - 1 Video/Audio Flush Mount Door Station
    - 1 Master Station
g. All labor, professional services, training, and peripheral hardware (cable, sensors, etc.)

Smith Elementary School

a. Doors: 7 (8 if alternate is selected)
b. Alternate # 3: one door (card read)
c. Crash Bars & Door Hardware: Replace and/or Update current door hardware to operate with card access and VSCS
d. RFID Readers: 6 Card Read (7 if alternate), 1 Card Read + Keypad

e. Control Panel(s): Specify to meet required number of door readers
f. Integrated Visitor Management System with all system software and hardware
g. Video Security Communication System:
    - 1 Video/Audio Flush Mount Door Station
    - 1 Master Station
h. All labor, professional services, training, and peripheral hardware (cable, sensors, etc.)

McClure Elementary School

a. Doors: 5
b. Crash Bars & Door Hardware: Replace and/or Update current door hardware to operate with card access and VSCS
c. RFID Readers: 4 Card Read, 1 Card Read + Keypad
d. Control Panel(s): Specify to meet required number of door readers
e. Integrated Visitor Management System with all system software and hardware
f. Video Security Communication System:
    - 1 Video/Audio Flush Mount Door Station
    - 1 Master Station
g. All labor, professional services, training, and peripheral hardware (cable, sensors, etc.)

Downtown Library

a. Doors: 1
b. Crash Bars & Door Hardware: Replace and/or Update current door hardware to operate with card access and VSCS
c. RFID Readers: 1 Card Read + Keypad
d. Control Panel(s): Specify to meet required number of door readers
e. All labor, professional services, training, and peripheral hardware (cable, sensors, etc.)

G. The work will be constructed under single prime contract. Further, the General Contract Bidder will be responsible for the following:

1.4 WORK SEQUENCE

Substantial Completion Date: September 20, 2013

1.5 CONTRACTOR USE OF PREMISES

A. General: During the construction period, the contractor shall have use of the premises in areas containing project work as indicated and specified herein. Coordinate ingress and egress to minimize disruption of traffic and other School District activities at the adjacent facilities.

B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the work is indicated.

C. Contractor Parking: The contractor, subcontractors and all associated personnel shall park within approved work areas or other District parking approved in writing by the Owner.

1.6 OCCUPANCY REQUIRMENTS

A. Owner Occupancy of Existing Site and Facilities: the Owner will occupy the adjacent existing buildings during the course of construction. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the work so as not to interfere with the Owner's operations.

1.7 LIQUIDATED DAMAGES

A. See Article 8 of the general conditions for more information regarding Liquidated Damages. Damages are not to exceed five hundred dollars per day.

1.8 PREVAILING WAGE & EQUAL EMPLOYMENT

A. The Bid and Contract are subject to equal employment opportunity provisions of Washington State Law and compliance with prevailing wage standards of RCW Chapter 39.12.

1.9 CONTRACTOR'S WORK & RESPONSIBILITIES – GENERAL

A. Contractor is required to coordinate all related requirements and work specified throughout the Project manual.

B. Unless otherwise indicated, Contractor's work and responsibilities also include, but are not limited to, the following:

1. Providing and paying for labor, materials, equipment, tools, machines, facilities, and services necessary for proper execution and completion of work.
2. Paying required taxes, except State and local sales tax.
3. Securing and paying for, the following items as necessary for proper execution and completion of work.
    a. Permits
    b. Fees
    c. Licenses
    d. Onsite and Offsite Inspections, unless otherwise noted.
4. Giving required notices.
5. Enforcing strict discipline and good order among employees.
6. Using new materials, except as noted.
7. Maintaining required egress and other requirements in accordance with governing codes and ordinances throughout the work.

C. Building and Site Security: As of date when work may commence on site, the contractor will be responsible for security of the process and site, during the course of the work and for correcting

all damage and losses that occur due to the Contractor's operations, the Contractor's lack of security, or losses due to vandalism or theft.

D. Summary of References: Work of the contract can be summarized by references to the contract, general conditions, specification sections, drawings, addenda and modifications to the contract documents issued subsequent to the initial printing of this Project manual and including, but not necessarily limited to, printed material referenced by any of these. It is recognized that work of the contract is also unavoidable affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the Contract Documents.

2.0 MISCELLANEOUS PROVISIONS

A. Stored Products

1. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on and off the site.
2. Move any stored products, under Contractor's control, interfering with operations of the Owner.
3. Obtain and pay for the use of additional storage or work areas needed for operations.

B. Subcontractor Instructions: Notify subcontractors to become familiar with requirements of Division O, Division 1 and the work of Sections related to their own work. Instruct them that these conditions and requirements apply to their work in each Section of the technical specifications.

C. Objections to Applications of Products: All Contractors and subcontractors submitting bids for this project shall thoroughly familiarize themselves with specified projects and installation procedures and submit the Owner any objections (in writing) no later than (7) seven days prior to bid date. Submittal of bid constitutes acceptance of products and procedures specified.

D. Field Verification: It is the Contractor's responsibility to verify all field measurements and conditions. No allowance will be made for any items incorrectly fabricated or installed due to failure to perform such verification prior to commencing the work.

2.1 PERMITS & FEES

A. General:

1. The contractor shall obtain all permits necessary for the execution of the work and pay all permit, utility and miscellaneous fees required by, but not limited to, the following: City of Grandview, local utility companies and the State of Washington Department of Labor and Industries.
2. The contractor shall coordinate and schedule all work with permitting agencies and utility companies necessary for completion of the work.

3. Contractor shall be responsible for providing all information, documents, and the fees to the permitting agencies within 7 days after issuance of the Notice to Proceed or as necessary to obtain and coordinate permits.

2.2 UTILITIES

A. Utilities by Others

1. Exercise reasonable care to prevent damage to existing utilities. At Contractor's expense, immediately repair, restore or relocate utilities damaged during construction. Contractor shall not leave site until repairs have been accomplished.

B. Utility Costs

1. Contractor shall be responsible for securing and paying for all public utility connection, tap and inspection fees necessary to make the project fully operational. See Article "Permits and Fees" for payment provisions.
2. The Owner will not reimburse the Contractor for additional charges due to the Contractor's lack of coordination, timelines or schedules and payment of charges.
3. Contractor to obtain and pay for, without reimbursement from Owner, permits and fees required for water usage from fire hydrants.

C. Contractor is responsible to protect all existing utilities in their work area.

End of Section 000400

OWNER & CONTRACTOR AGREEMENT

Agreement made as of this _____ day of July, 2013.

Between the Owner:

Grandview School District No. 200
913 West 2nd Street
Grandview, WA 98930

And the Contractor:

The Project is:

Grandview School District No. 200
ACCESS CONTROL PROJECT

The Owner and Contractor agree as follows:

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; these 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 Modifications, appear in Article 8.

ARTICLE 2 – THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent 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 of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens 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.

Notice to Proceed issued **July ____, 2013**

3.3 The Contractor shall achieve Substantial Completion of the entire Work no later than:

Substantial Completion Date: **_____, 2013**

Subject to adjustments of this Contract Time as provided in the Contract Documents.

The Substantial Completion of the work, as described above, is an essential condition of this contract, and because of the impracticability and extreme difficulty of establishing the actual damages, the Contractor and his surety shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars and No/100 ($500.00) as liquidated damages (not penalty) for each day, whether partial or full.

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

$_____
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.

4.3 Unit prices, if any, are as follows:

ARTICLE 5 – PAYMENTS

5.1 Progress Payments

5.1.1 Based upon Application 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 Provided that an Application for Payment is received by the Owner no later than the 10th day of each Month; payment will be made on the last business day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Certified Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent 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, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.1.5 Applications for Payment shall indicate 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 Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of 5%. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in General Conditions.

.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 off the site at a location agreed upon in writing), less retainage of 5%.

.3 Subtract the aggregate of previous payments made by the Owner.

.4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in the General Conditions.

5.1.7 The progress payment amount determined in accordance with the General Conditions 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 the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims.

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

In accordance with the General Conditions.

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 the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 A final Certificate for Payment has been issued by the Owner.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in the General Conditions.

6.2 The Work may be suspended by the Owner as provided in the General Conditions.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Document's General Condition.

7.2 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.

8%, (Eight Percent)

7.3 The Owner's Project Representative is:

Lathan Wedin, Architect
Lathan@ketchumenterprisesinc.com
212 West Third Street
Wapato, Washington 98951
509.250-3460

7.4 The Contractor's representative is:

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed Owner Contractor Agreement.

8.1.2 The General Conditions are the Amended 1997 edition of the General Conditions of the Contract for Construction AIA Document A201-1997.

8.1.3 The supplementary and other Conditions of the Contract are those contained in the Project Manual dated July 09, 2013 and are as follows:

Document:

SEE CONTRACT DOCUMENTS

8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3 and are as follows:

SEE CONTRACT DOCUMENTS

8.1.5 The Drawings are as follows and are dated as in Section 8.1.3 unless a different date is shown below:

SEE CONTRACT DOCUMENTS

8.1.6 The Addenda, if any, are as follows:

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 8.

Other documents, if any, forming part of the Contract Documents are as follows:

SEE CONTRACT DOCUMENTS

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Owner for use in the administration of the contract, and the remainder to the Owner.

Owner	*Contractor*
(Printed name and title)	*(Printed name and title)*
Date	*Date*

End of SECTION 000500

SECTION 000600
REVISED AIA FORM A-201 (1997)
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter 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 subject to the requirements of Paragraph 7.4. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, meeting minutes, the Contractor's bid or portions of addenda relating to bidding requirements).

.1 **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.

.2 **Specifications:** The specifications are that portion of the Contract Documents contained in the Project Manual consisting of the written requirements for materials, equipment, construction systems, and standards and workmanship for the Work.

.3 **Project Manual:** The Project Manual is the volume, which includes the bidding requirements, sample forms and certain Contract Documents such as the Conditions of the Contract, Drawings and the Specifications.

1.1.2. THE CONTRACT

The Contract Documents form this 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 Architect and Contractor, (2) between the Owner and a Subcontractor regardless of tier or (3) 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 and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, transportation, 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.

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 or by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, 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, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL

The Project Manual is the volume usually assembled for the Work, which may include the bidding requirements, sample forms, General Conditions of the Contract and Specifications.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement.

.1 By executing this Contract, Contractor represents and acknowledges that it has carefully examined the Contract Documents and the Project site and that it has satisfied itself as to, and Contractor does hereby assume full and sole responsibility for: 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 this Contract, as well as the conditions and other matters that may be encountered at the Project site or affect

the 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, utilities and fire protection; availability and condition of streets; climatic conditions and seasons; physical conditions at the Project site and surrounding locality; other construction work planned for the area and required coordination therewith; potentially applicable governmental laws, requirements and permits; potential water and air pollution conditions; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work.

.2 Claims for additional compensation or extensions of time because of the failure of the Contractor to so examine the Contract Documents, Project site, local conditions and potentially applicable laws, regulations and permits and to familiarize itself therewith will not be allowed.

1.2.2 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. Work not covered in the Contract Documents will be required if it is reasonably inferable as being necessary to produce the results intended by the Contract Documents for a completed project to the level of quality consistent with the nature and standard of such Work required by the Contract Documents.

1.2.3 In the case of inconsistency, conflicts or discrepancies among the Contract Documents, the more stringent requirement shall take precedence unless waived in writing by the Owner. The more stringent requirement shall be interpreted so that the higher quantity, better quality, or more costly Work is provided in accordance with the Architect's interpretation.

1.2.4. Organization of the specifications into divisions, sections and articles, and arrangement of Drawings are for convenience only and shall not be construed as nor imply a division of the Work among Subcontractors nor establish the extent of Work to be performed by any trade. The Contractor shall be responsible for the division of Work and for coordinating the allocation of Work among its Subcontractors and suppliers.

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

1.2.6. In the event of any conflict or inconsistency between any of the Contract Documents, the conflict or inconsistency shall be resolved according to the following hierarchy of documents, with each document governing those listed below it:

.1 Contract Amendments signed by both parties;

.2 Change Orders;

.3 General Conditions;

.4 Supplementary Conditions;

.5 Specifications;

.6 Drawings.

1.3 USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 The Drawings, Specifications and other documents are instruments through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of copyright or other reserved rights.

1.4 CAPITALIZATION

1.4.1 Terms capitalized in these General Conditions include those, which are specifically defined herein.

1.5 INTERPRETATION

1.5.1 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.

1.5.2 The General Conditions of the Contract Documents are modified from AIA Document A201, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, 1997 Edition.

1.5.3 No oral representation prior to bid concerning the Work by the Owner or its representatives shall alter or limit in any way the Contractor's responsibilities under this Contract, including, but not limited to, obligations to carefully inspect the site of the work and thoroughly examine and be familiar with the Contract Documents and applicable government regulations and permits pertaining to the work.

ARTICLE 2
OWNER

2.1 DEFINITION

2.1.1 The Owner of this project is the Grandview School District ("District" or "Owner"), which is governed by its Board of Directors ("Board"). The District shall designate a representative(s) ("Representative"), who shall be an employee of the District, to act on its behalf. Unless specifically limited by the District, its Representative(s) shall have, at (their) discretion, complete authority to transmit instruction, receive information, to interpret and define the Owner's policies and decisions with respect to the Work, and to approve Construction Change Directives. The Board shall retain the final decision on acceptance of the contract and approval of any proposed Change Orders. The District Representative for this project is Lathan Wedin, Ketchum Enterprises Inc.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall furnish surveys describing legal limitations for the site of the Project, and a legal description of the site upon written request of the Contractor.

2.2.2 Information or services under the Owner's control which are required to be furnished to the Contractor under the terms of this agreement shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.3 Upon request, the Contractor will be furnished free of charge up to one (1) copy, if available, of Drawings and Specifications from copies returned to Owner from the bidding procedure, including up to one (1) copy of revised Drawings, Addenda, or Supplementary drawings. Additional sets beyond those readily available to the Owner will be furnished at the cost of reproduction and delivery.

2.2.4 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order 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 the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3. Owner will exercise the right to stop work only if Contractor's performance deviates from the requirements of the Contract Documents in a material way that is damaging to the interests of the Owner as determined by the Owner.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue 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 the event such deficiencies threaten the health or safety of Owners, employees, students or occupants, the Owner may proceed to correct such deficiencies with such notice to the Contractor as is reasonable under the circumstances. When the Owner has undertaken to carry out a portion of the work prior to final acceptance of the contract, an appropriate Modification shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional service and expenses made necessary by such default, neglect or failure; and the amounts charged to the Contractor are subject to the prior review of the Architect as to decisions and amounts charged. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall promptly pay the difference to the Owner.

2.5 SUSPENSION OF WORK

2.5.1 Owner may, at any time and without cause, and without liability suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor and Architect, which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed.

ARTICLE 3
CONTRACTOR

3.1 DEFINITION

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 term "Contractor" means the Contractor or the Contractor's authorized representative.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 The Contractor shall promptly and carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Architect and to the Owner any errors, inconsistencies or omissions discovered. Prior to and during the execution of the Work, the Contractor shall check all Drawings, Specifications, and job conditions and shall immediately notify the Architect and the Owner in writing of any errors, discrepancies, conflicts or omissions found therein and have the same explained or corrected by the Architect before proceeding with the Work. Work wrongly ordered, fabricated or constructed by the Contractor without such notification shall be corrected by the Contractor at its own expense. The Contractor shall perform no portion of the Work at any time without appropriate Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect and to the Owner at once.

3.2.3 The Contractor shall notify the Architect and the Owner in writing of materials, systems, procedures or methods of construction, either shown on the Drawings or specified, of which it has knowledge, experience or other information which supports the conclusion that they are incorrect, inadequate, obsolete or unsuitable for the purpose intended and the basis therefore. The Architect will make a determination of these matters in writing.

3.2.4 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.13.

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 safety of the Work Site, for construction means, methods, techniques, sequences and procedures and for

protecting and coordinating all portions of the Work under the Contractor, unless the Contract Documents give other specific instructions concerning these matters.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved of 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 other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.3.5 In performing the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including, but not limited to, the following:

(1) Chap. 18.27 RCW relating to Contractor's registration;
(2) Chap. 19.27 RCW relating to the State building code;
(3) Chap. 27.44 RCW relating to Indian graves;
(4) Chap. 27.53 RCW relating to archaeological sites;
(5) RCW 28A.210.310 relating to use of tobacco products;
(6) RCW 28A.400.330 prohibiting use of employees of contractor with crimes against children;
(7) Chap. 39.06 RCW relating to Contractor's registration;
(8) Chap. 39.08 RCW relating to Contractor's bonds;
(9) Chap. 39.12 RCW relating to prevailing wages;
(10) RCW 39.30.060 relating to submittal of names of subcontractors;
(11) Chap. 49.17 relating to industrial safety and health;
(12) Chap. 49.26 RCW relating to asbestos;
(13) Chap. 49.28 RCW relating to hours of labor;
(14) Chap. 49.60 RCW relating to discrimination;
(15) Chap. 49.70 RCW relating to hazardous materials;
(16) Chap. 50.24 relating to unemployment compensation; and
(17) Chap. 70.92 RCW relating to the provisions for the aged and physically disabled.

The foregoing list is provided only as a courtesy to the Contractor, and the Owner has not thereby undertaken any obligation to provide legal advice to the Contractor. The Owner makes no representation as to the currency, accuracy, or completeness of the list.

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, hauling arrangements 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.

3.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit or insubordinate persons or persons not skilled in tasks assigned to them.

3.4.3 The Contractor shall take all reasonable steps to prevent any labor disputes involving the Contractor and any of its Subcontractors or suppliers of any products or services from: (1) disrupting the work under this Contract; (2) interfering with access to the Owner's property by the Owner, including its agents, representatives, employees and officials; (3) interfering with access and work by any other contractors engaged in construction activities; and (4) interfering with access to property by invitees or licensees of the Owner.

In the event any picketing or other activity by employees involved in a labor dispute with the Contractor or its Subcontractors or suppliers interferes in any way with access to the Owner's property or to the site of the work by any persons, the Contractor shall promptly and expeditiously take all reasonable actions to eliminate or minimize such interference, including but not limited to: (1) utilizing all reasonable means of restricting any picketing to a single entrance to the property or site of the work; (2) posting notices or signs which advise interested persons and labor organizations that a particular entrance to the property or site of the work is for the employees of "primary" or, as the case may be "neutral" employers; (3) policing entrances; (4) notifying all interested labor organizations of the "primary" or "neutral" status of particular entrances; And (5) in the event any such picketing or concerted activity is unlawful or has a secondary impact upon the employees of neutral employers, promptly and expeditiously taking appropriate action to seek recourse through the appropriate governmental agency or state or federal courts to limit the location of such picketing so as to reduce the impact thereof upon neutral employers.

The Owner will cooperate with the Contractor to accomplish the foregoing actions and will render assistance as may be in the best interests of the Owner. However, the Owner shall have the right to direct the Contractor to modify any of the foregoing actions the Contractor has taken or plans to take or to overrule such actions, to designate the entrances to be used as "primary" or "neutral" entrances, and to take appropriate legal action in order to protect the Owner's property and interests. In any event, the Contractor shall be liable for all costs, including costs to the Owner, and actual damages resulting from the relocation, rerouting, delays or actions required to maintain the uninterrupted progress of the work. Failure by the Contractor to take the actions described above or to comply with the directives of the Owner shall be considered a material

breach of this Contract and the Owner may terminate the Contract or suspend the Contractor as provided in this Contract.

Whenever Contractor has knowledge of any actual or potential labor dispute which may in any way affect, delay or arise in connection with or as a result of the performance of this Contract, Contractor will immediately notify and submit relevant information to Owner.

3.5 WAGES AND BENEFITS

3.5.1 This Contract is subject to the wage and hour requirements of RCW 39.12 and RCW 49.28 (as amended or supplemented). The Contractor, each Subcontractor and other person doing any work under this Contract shall pay laborers, workmen or mechanics not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality within the state of Washington where such labor **is** performed. If the state and federal wage rates differ for similar kinds of labor, the Contractor, each Subcontractor and other person, as applicable, shall pay not less than the higher rate. Wages and benefits higher than the minimums required by law may be paid. It is the contractor's sole responsibility to determine the wage rates it will actually have to pay. In the event rates of wages and benefits change while this Contract is in force, the Contractor shall bear the cost of such changes and shall have no claim against the Owner on account of such changes. No claim for additional compensation will be allowed which is based upon a lack of knowledge or a misunderstanding of any such requirements by the Bidder/Contractor or a failure to include in the Bidder's bid price adequate increases in such wages over the term of this Contract.

3.5.2 All determinations of the prevailing rate of wage shall be made by the industrial statistician of the Department of Labor and Industries of the State of Washington. The schedule of prevailing wage rates as determined by the industrial statistician for the locality or localities where this Contract will be performed are by this reference made a part of this Contract. The state schedule of prevailing wage rates applicable to the Work, as most recently provided by the state. If employing labor in a class not listed in such schedule, the Contractor shall request the industrial statistician to determine the correct wage rate for that class and locality. To obtain a listing of current minimum wages for any county contact:

Washington State Department of Labor & Industries
http://www.lni.wa.gov
P.O. Box 44000
Olympia, Washington 98504
(Telephone: (360) 753-4019)

3.5.3 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 of Washington and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

3.5.4 The Contractor, each Subcontractor and other person required to pay the prevailing rate of wage shall post in a location readily visible to workers at the job site: (1) a copy of the statement of intent to pay prevailing wages approved by the industrial statistician of the Department of Labor and Industries under RCW 39.12.040; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

3.5.5 Apprentice workmen employed hereunder for whom an apprenticeship agreement has been registered and approved with the state apprenticeship council pursuant to Chapter 49.04 RCW must be paid at least the prevailing hourly rate for an apprentice for that trade. Any workman for whom an apprenticeship agreement has not been registered and approved by the state apprenticeship council shall be considered to be a fully qualified journeyman, and, therefore, shall be paid at the prevailing hourly rate for journeymen.

3.5.6 Pursuant to RCW 39.12, the Contractor and each Subcontractor from the Contractor or a Subcontractor shall submit the following documents to the Owner:

.1 Before payment is made by Owner, the Contractor and each Subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" which has been approved by the industrial statistician of the Department of Labor and Industries.

.2 With each request for payment, the Contractor shall submit a statement that prevailing wages have been paid in accordance with the "Statement of Intent to Pay Prevailing Wages" filed with Owner.

.3 Following final acceptance of the work and before funds retained according to RCW 60.28.010 are released to the Contractor, the Contractor and each Subcontractor shall submit an "Affidavit of Wages Paid" which has been approved by the industrial statistician of the Department of Labor and Industries.

Any fees charged by the department of labor and industries for filing the "Statement of Intent to Pay Prevailing Wages" and the "Affidavit of Wages Paid" shall be paid by the Contractor and each Subcontractor, as applicable. If, for any reason, Owner pays such fees, then the Contractor shall be charged the amounts thereof.

3.5.7 Owner may inspect or audit the Contractor's wage and payroll records at any time while the Contract is in force and for at least three (3) years after the date of final acceptance. The Contractor shall maintain such records for that period. The Contractor shall also guarantee that wage and payroll records of all his Subcontractors and agents shall be open to similar inspection and auditing for the same period of time. Owner will give the Contractor reasonable notice of the starting date if an audit will begin more than sixty (60) days after the final acceptance date.

3.5.8 The Contractor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. The Contractor shall also obey all federal, state and local laws, ordinances, and regulations establishing safety standards for the protection of employees. If any payment required by Title 50 or Title 51 is not made when due, Owner may retain such payments from any money due the Contractor and pay the same into the appropriate fund. The Public Works Contract Division of the Department of Labor and Industries will provide the Contractor with applicable industrial insurance and medical aid classification and premium rates. Before release of any funds retained according to RCW 60.28.010, the Contractor shall complete a "Request for Release" form and submit such form to the Department of Labor and Industries for approval for the purpose of obtaining a release with respect to the payments of industrial insurance and medical aid premiums. Such approved form shall be submitted to Owner.

3.5.9 Pursuant to RCW 49.28.010, eight (8) hours of labor shall constitute a legal day's work. The Contractor or any Subcontractor shall not require more than eight (8) hours of labor in a day from any person employed in the performance of the Work under this Contract except as may otherwise be allowed by law. Failure of the Contractor to perform the Work in accordance with the hours of labor policies of the State of Washington shall be deemed a failure on his part to comply with the provisions of this Contract.

3.5.10 Subject to applicable laws and governmental permits, overtime and shift work may be established as a regular procedure by the Contractor with reasonable advance written notice to both the Architect and the Owner. Notice must be given a minimum of seventy-two (72) hours prior to the start of overtime and shift work. No work other than overtime and shift work established as a regular procedure shall be performed during weekdays between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays or Sundays, except such work as is necessary for the proper care and protection of the Work already performed in case of an emergency or as necessary to recover schedule delays.

The additional cost of Work performed after regular working hours shall be borne by the Contractor. No claim for additional compensation shall be allowed for failure of Bidder/Contractor to include in the bid price adequate reserves for overtime work.

The Contractor shall pay the costs of overtime inspection by the Architect and the Owner except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during weekdays between the hours of 6:00 p.m. and 7:00 a.m. and on Saturdays or Sundays. Costs of overtime inspection will cover Architecture, Engineering, inspection, general supervision and overhead expenses, which are directly chargeable to the overtime work. Contractor agrees that the Owner may deduct such charges from payments due the Contractor. In the event of circumstances beyond the Contractor's control which could not be reasonably foreseen and which require the Contractor to work at other than normal weekday working hours, the Architect may, without obligation and only in writing, waive the requirement that the Contractor pay such overtime inspection costs. In the event of a change order requiring the Contractor to work in excess of the established schedule

of working hours, the Contractor will not be charged for inspection costs of the Owner or the Architect associated therewith.

3.6 WARRANTY

3.6.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise specifically required or permitted by the Contract Documents, that the Work will be of good quality and free from faults or defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 12.2 and does not abrogate any warranty or guarantee that may be imposed by law or that may be otherwise provided by the Contractor.

3.6.2 Warranty work shall remedy defective Work, resultant damage to other Work and include any incidental work related to or required for proper correction.

3.7 TAXES

3.7.1 The Work to be performed under this Contract constitutes a "retail sale" as such term is defined in RCW 82.04.050, and the contract price is subject to the State of Washington retail sales tax. The bid price shall not include such retail sales tax. Based on the Contract Sum, Owner will pay retail sales taxes on each progress payment and final payment to the Contractor for transmittal by the Contractor to the State of Washington Department of Revenue.

All other applicable taxes, which the Contractor is, required to pay, excepting State retail sales tax as specified above, and excepting taxes based upon the Contractor's income, shall be included in its proposed prices for the Work under this contract. No adjustment will be made in the amount to be paid by Owner under this contract because of any misunderstanding by the bidder/Contractor as to its liability for or the amount of any taxes or because of any increases in tax rates imposed by any federal, state or local government.

3.8 PERMITS, FEES AND NOTICES

3.8.1 Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work, which are customarily secured after execution of the Contract and which are legally required for and during the prosecution of the work and the subsequent warranty period. Owner has applied for and paid for plan review only.

The Contractor shall apply for, pay for and take all steps necessary to obtain all additional permits required for the construction of the project.

3.8.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.8.3 If the Contractor observes that the Contract Documents are not in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations or that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.8.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs, including, but not limited to, fines, penalties, and interest.

3.9 ALLOWANCES

3.9.1 None

3.10 SUPERINTENDENT

3.10.1 The Contractor shall employ a competent 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 similarly confirmed on written request in each case.

3.10.2 The Contractor's Superintendent shall remain on the job at all times during progress of the Work until the Date of Substantial Completion as determined pursuant to Paragraph 9.8. The Contractor shall give the name of the Superintendent to the Owner and the Architect at the time of execution of the Contract.

3.10.3 The Contractor shall employ a Project Engineer who shall be in attendance at the Project site during the progress of the Work. The Project Engineer shall be familiar with the quality control aspects of projects similar to the Project. The Project Engineer shall review initial pay draw requests for consistency with the Project schedule of values. The Project Engineer shall review submittals and mock-ups prior to submission to the Architect; coordinate shop drawings with major Subcontractors; and review shop drawings for consistency with Project specifications prior to submission.

3.10.4 The Contractor shall employ a Project Manager who shall be assigned to the Project during the progress of the Work.

3.10.5 The Owner reserves the right, after consultation with the Contractor, to require the Contractor to replace a Superintendent, Project Engineer, Project Manager or other assistants if the Owner determines that such replacement is in the best interests of the Project. The Owner shall exercise such right in a reasonable manner. The Owner shall be entitled to exercise the same rights concerning any replacement.

3.11 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.11.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner and Architect's information a Contractor's time-scaled, cost loaded critical path network construction schedule for the Work. The initial and any revisions of the Project Schedule shall be submitted to the Owner and Architect in both a paper copy and a data format on a diskette using a computer program approved in advance by the Owner. The schedule shall not exceed time limits current under the Contract Documents and shall be: (i) updated monthly to show progress; (ii) revised at appropriate intervals as required by the conditions of the Work and Project; (iii) related to the entire Project, including work to be performed by others such as utilities and Owner's Subcontractors and inspectors; and (iv) provide for expeditious and practicable execution of the Work. The Contractor may list for its convenience milestone dates in addition to dates of completion specified in the contract documents. Review by the Owner or Architect of the Contractor's Progress Schedule shall not constitute approval or acceptance of the Contractor's schedules, means, methods, sequencing, or milestone dates or Contractor's ability to complete the Work in a timely manner.

3.11.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals that is coordinated with the Contractor's construction schedule and allows the Architect reasonable time, which normally will be fifteen (15) days, to review submittals. The Schedule shall not indicate more than two critical paths. Float time indicated shall be for the joint use of the Owner and Contractor.

3.11.3 The Contractor shall conform to the most recent schedules.

3.11.4 The Contractor shall prepare a Schedule of Values, which is coordinated with the Contractor's construction schedule. The Schedule of Values serves to break down the Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. The Schedule of Values shall indicate at least 5% shall be earned through performance of Contract closeout and punch list activities.

3.12 DOCUMENTS AND SAMPLES AT THE SITE

3.12.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked

currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

3.13 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.13.1 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 point of the Work.

3.13.2 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.

3.13.3 Samples are physical examples, which illustrate materials, equipment and workmanship and establish standards by which the Work will be judged.

3.13.4 Shop Drawings, Product Data, Samples and other similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7.

3.13.5 After checking and verifying field measurements, specified performance criteria, installation and materials requirements, catalogue information and the like, the Contractor shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action. If Shop Drawings, Product Data, Samples and similar Submittals presented to the Architect by the Contractor contain deviations from requirements of the Contract Documents, the Contractor shall, in writing, designate such deviations at the time of submittal and subsequent resubmittals.

3.13.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the Architect as provided in Subparagraph 4.2.7. Such Work shall be in accordance with accepted submittals.

3.13.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the

Work and of the Contract Documents. Corrections required to bring Shop Drawings into conformance with the intent of the Contract Documents shall not be cause for extension of time or cost.

3.13.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect and Owner in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in the Shop Drawings, Product Data, Samples or similar submittals by the Architect's review thereof.

3.13.9 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.

3.13.10 Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents.

3.13.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications. The Contractor shall make any required corrections and shall resubmit the required number of corrected shop drawings, samples or submittals. Resubmittals necessitated by required corrections shall not be a cause for extension in time.

3.14 USE OF SITE

3.14.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site, building or areas adjacent to the site with materials, equipment or debris. Damage to areas of the Site or Building not scheduled for Work shall be remedied, repaired or replaced at Contractor's expense.

3.15 CUTTING AND PATCHING

3.15.1 The Contractor shall be responsible for cutting, fitting or patching required completing the Work or to make its parts fit together properly.

3.15.2 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor

shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.16 CLEANING UP

3.16.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall perform all cleaning necessary to make premises ready for occupancy and use.

3.16.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.17 ACCESS TO WORK

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

3.18 ROYALTIES, PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY

3.18.1 The costs involved in fees, royalties or claims for any patented invention, article, process or method, or any copyright or other intellectual property right that may be used upon or in a manner connected with the work under this Contract or with the use of completed work by the Owner shall be paid by the Contractor. The Contractor and its sureties shall protect and hold Owner together with its officers, agents and employees, harmless against any and all demands made for such fees or claims brought or made by the holder of any such right. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, his agent, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliances, or any copyrighted item or other item of intellectual property supplied or required to be supplied or used under the Contract, the Contractor shall promptly substitute other articles, materials or appliances in lieu thereof of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Owner and Architect. In the event that the Owner elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, material or appliances, or any copyrighted item or other item of intellectual property as may be required to be supplied by the Contract, the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for the Owner, its officers, agents, servants and employees, or any of them to use such invention, article, material or appliance, or any copyrighted item or other item of intellectual property without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the

substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the Owner shall have the right to make such substitution or the Owner may pay such royalties and secure such licenses and charge the Contractor even though final payment under the Contract may have been made.

3.19 INDEMNITY AND DEFENSE

3.19.1 To the maximum extent permitted by law, the Contractor shall be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such damage or injury be caused by negligence of the Contractor and whether or not such damage or injury be caused by the inherent nature of the work specified.

3.19.2 To the maximum extent permitted by law, the Contractor shall indemnify and hold the Owner and Architect and all of their officers, principals, agents and employees harmless from any liability whatsoever for any injuries to persons or property arising out of the performance of this Contract; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply to the work and any such injuries to persons or property arising out of performance of this Contract are caused by or result from the concurrent negligence of Contractor or its subcontractors, agents or employees, Architect, and the Owner or its agents or employees, the indemnification applies only to the extent of the negligence of the Contractor, its subcontractors, agents or employees. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the Owner and the Architect and for that purpose the Contractor specifically waives any immunity under the workers compensation act, RCW Title 51. By executing the Agreement, the Contractor recognizes and confirms that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

3.19.3 In case any suit or legal proceedings shall be brought against the Owner, the Architect, or any of their officers, principals, agents or employees on account of loss or damage sustained by any person or property as a result of the performance of this Contract, whether or not such injuries or damage be caused by the inherent nature of the work specified, the Contractor agrees to assume the defense thereof and to pay all expenses connected therewith and all judgments that may be obtained against the Owner, the Architect, or any of their officers, principals, agents or employees in such suits. In the event that any lien is placed upon the property of the Owner or any of its officers, principals, agents or employees as a result of such suits, the Contractor agrees to at once cause the same to be dissolved and discharged by giving bond or otherwise.

In addition to the amounts required by Chapter 60.28 RCW to be withheld from the progress payments to the Contractor, the Owner may, in its sole discretion, withhold amounts sufficient to pay any property damage claim of which the Owner may have knowledge, regardless of the informalities of notice of such claim, arising out of the performance of this Contract, provided that the total amounts withheld for such purpose shall not exceed one percent of the Contract Price. The term "property damage claim" shall not include any claim for personal injuries or any

claim by persons furnishing supplies or materials or performing labor for the Contractor. The amount withheld will not be paid to the claimant by the Owner but will be held until either the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit or satisfies any judgment in favor of the claimant on such claims.

3.19.4 In claims against any person or entity indemnified under this Paragraph 3.19 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.19 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 under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.19.5 The obligations of the Contractor under this Paragraph 3.19 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice Architecture or an entity lawfully practicing Architecture identified as such 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.

4.2 ARCHITECT'S ASSISTANCE IN ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect will assist the Owner in administration of the Contract as described in the Contract Documents, and may, as specifically authorized by the Owner, serve as the Owner's representative (1) during construction, (2) until final payment is due and (3) from time to time during the correction period described in Paragraph 12.2. The Architect will advise and consult with the Owner. The Architect may have authority to act on behalf of the Owner only to the extent provided in the Contract Documents or the agreement between the Owner and the Architect, unless otherwise modified by written instrument in accordance with other provisions of the Contract Documents.

4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when 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 quality or quantity of the Work. On the basis of on-site observations as an Architect, the Architect will keep the Owner informed of progress of the Work, and will use its best efforts to guard the Owner against defects and

deficiencies in the Work. The Architect shall not exercise prerogatives or perform duties in a manner that will increase the cost of construction or increase construction time without Owner's prior written approval. It is the Contractor's responsibility to inform Owner, in writing, of direction by Architect that may affect Contract Sum or Contract Time prior to proceeding with that work.

4.2.3 The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Architect will not 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 of any other persons performing portions of the Work.

4.2.4 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. The Contractor additionally shall PROVIDE THE OWNER WITH A DIRECT COPY OF ALL IMPORTANT WRITTEN COMMUNICATIONS TO THE ARCHITECT, including all notices, claims, and potential changes in the Contract Sum or Time.

4.2.5 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.6 The Architect will have the authority to reject Work, which does not conform to the Contract Documents. If the Contractor disputes the rejection of any Work and the correction thereof shall involve additional costs or time, the Contractor shall inform the Owner of the correction in writing and it shall be the Owner's option to accept such Work whether it is conforming or nonconforming. The Owner will not exercise this option with respect to nonconforming Work that the Architect certifies as presenting a threat to the durability of the building, a threat to human health or life, or that violates any applicable code requirement. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect 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 to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.7 The Architect will review and take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purposes of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no

delay in the Work or in the activities of the Owner, Contractor or separate contractors, 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, 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 Paragraphs 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 review of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties, operations and maintenance manuals, record drawings and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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 Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay, if any, 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 or after the Architect has received from the Owner or Contractor all of the information necessary for the Architect to respond to the request, whichever is later.

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 decisions, the Architect will endeavor to secure faithful performance by Contractor.

4.2.13 As between the Architect and the Contractor, the Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.2.14 The Architect shall conduct meetings at least twice monthly with the Contractor and such Subcontractors as may be requested by the Architect to review the progress of the work and the status of schedules. The Owner shall prepare and circulate minutes of such meetings.

4.3 CLAIMS AND DISPUTES

4.3.1 A "Claim" is a substantiated demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" or "claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract.

4.3.2 Claims must be made by written notice and substantiated by detailed information. The responsibility to substantiate Claims rests solely with the Contractor. The substantiation of a Claim shall include, at a minimum, the following:

.1 A written narrative explaining the factual basis of the claim and the bases for the claim under the Contract Documents;

.2 A written and/or graphic explanation of how the alleged acts or failure to act by the Owner under the Contract directly caused the damages or delay complained of;

.3 Full documentation of the additional costs or damages allegedly resulting in such detail as may be requested by the Owner, including original bid and budget records;

.4 Schedule analyses which demonstrate that the alleged acts or failure to act caused delays to the critical path activities of the Contractor; and

.5 Such other job records, reports, documents, calculations and bid or estimate information as the Owner may reasonably require evaluating the Claim.

In the event the Contractor believes that a change in the Work that is the responsibility of the Owner has caused, or may cause, an increase in the Contractor's costs in the form of labor and equipment inefficiencies or lost productivity, such alleged costs must be specifically identified in the notice of claim. In addition, the Contractor must establish that the alleged cost increases result directly from such change and must demonstrate the impact by utilizing comparisons of the Work performed during the impacted period with Work performed during a non-impacted period or on a closely similar but different part of the Work if such comparisons are reasonably available or feasible.

4.3.3 Claims, including those alleging an error or omission by the Architect, shall be submitted to the Architect and the Owner. A decision by the Owner, shall be required as a condition

precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed.

4.3.4 Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments that are not in dispute in accordance with the Contract Documents.

4.3.5 If conditions are encountered at the site which constitute subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, then written notice by the Contractor shall be given to the Owner promptly before such conditions are disturbed and in no event later than three (3) days after first observance of such conditions. The Architect will promptly investigate such conditions and, if 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 an equitable adjustment in the Contract Sum or Contract Time, or both, to the Owner for consideration. If the Architect and Owner determine 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 Owner shall so notify the Contractor in writing, stating the reasons. Protests in opposition to such determination must be set forth in writing within fourteen (14) days after the Owner has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, any claim by the Contractor arising there from shall be made in accordance with the dispute resolution procedure in Paragraph 4.4.

4.3.6 Claims for Additional Cost. **All claims for additional cost must be made according to Paragraphs 4.3, 4.4 and 4.5 or they will be waived.** If the Contractor claims that an additional cost is involved because of conflicts or omissions within a particular type of Contract Document (e.g., Drawings), the Contractor and Subcontractors will be deemed to have carefully reviewed all of the Contract Documents, including drawings, schedules, and specifications, and the most expensive work indicated on the particular type of Contract Document within which a conflict or omission is claimed shall be provided with no change in the Contract Sum or Time. In the event that work is shown on Drawings but not contained in Specifications, it will be assumed the work as shown shall be provided at no change in the Contract Sum or Time, according to specifications to be issued by the Architect. The Contractor shall not be entitled to an increase in the Contract Sum or Time arising out of an error or conflict where the Contractor failed adequately to review the Contract Documents and timely report the error or conflict to the Architect.

4.3.7 If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein timely filed as provided in Subparagraph 4.3.6 and Paragraphs 4.4 and 4.5 shall be given before proceeding to execute the Work. The claim shall be fully documented as provided above. Prior notice is not required only for Claims relating to an emergency endangering life or property arising under Paragraph 10.3.

4.3.8 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein timely filed as provided in subparagraph 4.3.6 and Paragraphs 4.4 and 4.5 shall be given. The Contractor's Claim shall be fully documented as provided above and shall include a description of critical path activity impacted by delay, an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one written Claim is necessary, provided, the written notice states that the delay and the conditions causing such delay are continuing.

4.3.9 If adverse weather conditions are the basis for a Claim for additional time or cost, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the critical path of the current submitted construction schedule.

Precipitation as rain, hail or snow, low temperature, or a windstorm which might reasonably have been anticipated from the National Weather Service historical records of the general locality of the work shall not be construed as abnormal.

For the purposes of this subparagraph, a "month" shall mean a calendar month and a "week" shall mean a calendar week of Sunday through Saturday.

4.3.10 If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding fourteen (14) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.3.7 or 4.3.8.

4.4 DISPUTE RESOLUTION

4.4.1 All claims, disputes and other matters in question of the Contractor arising out of, or relating to, the project or the Contract Documents or the breach thereof ("Claims"), except Claims which have been waived under the terms of the Contract Documents shall be decided exclusively by the following dispute resolution procedure specified in Paragraph 4.4 unless the parties mutually agree in writing otherwise.

4.4.2 The Contractor shall give written notice to the Owner and the Architect of all Claims within twenty-one (21) days of the event-giving rise to them. Failure to properly give such notice shall constitute waiver of the Claim. The Contractor shall not be entitled to any change in the Contract Sum or the Contract Time, or any other compensation, for any events or costs that occurred more than twenty-one (21) days before the written notice. The written notice must be substantiated in accordance with Subparagraph 4.3.2 above. The notice shall be deemed to include a statement that the Claim covers all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor (and Subcontractors and Suppliers) is

entitled. The Owner or its representative shall have the right to audit the books and records of the Contractor and/or of any Subcontractor of any tier making a Claim.

4.4.2.1 If a Claim is not resolved, the Contractor may bring no Claim against the Owner in litigation unless the Claim is first subject to nonbinding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement can be waived only by an explicit written waiver signed by the Owner. An officer of the Contractor and the Representative or designee of the Owner, both having full authority to settle the claim, must attend the mediation session. To the extent there are other parties in interest, such as the Architect, Engineers, Consultants, Subcontractors or Suppliers, their representatives, or others deemed necessary by the Owner, with full 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 which shall occur prior to Final Acceptance by the Owner.

4.4.2.2 The Contractor may bring no litigation on Claims unless such claims have been properly raised and considered in the procedures of subparagraphs 4.4.1 through 4.4.2.1 above. All unresolved Claims shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) sixty (60) days after Final Acceptance, or (b) one hundred twenty (120) days after Substantial Completion. This requirement can be waived only by an explicit written waiver signed by the Owner.

4.4.3 The Contractor shall diligently carry on the Work and maintain the progress schedule during any dispute resolution proceedings, unless otherwise agreed by it and the Owner in writing.

4.4.4 The Contractor agrees that the Owner and Architect may join the Contractor as a party to any litigation/arbitration/mediation involving the Project in any way. All disputes unresolved after mediation shall be decided by litigation in accordance with the Contract Documents.

4.4.5 Notwithstanding the above, the Owner may demand arbitration, before a single arbitrator appointed by the American Arbitration Association under the Expedited Procedure of the Construction Industry Arbitration Rules within five (5) days of the demand, for the purpose of seeking a declaratory judgment regarding the proprietary of the Owner's prospective termination of the Contractor. The hearing shall occur within seven days of the appointment of the arbitrator, and the award shall be made within two days of the close of the hearing and shall be final and binding.

4.5 WRITTEN NOTICE OF CLAIMS

4.5.1 Any Claim of the Contractor against the Owner for damages, additional payment for any reason, or extension of time, whether under the Contract or otherwise, shall be conclusively

deemed to have been waived by the Contractor unless a timely and substantiated written notice of claim therefore is made pursuant to and in strict accordance with the applicable provisions of the Contract, particularly Paragraphs 4.3 and 4.4; or, if (and only if) no such provision is applicable, unless such Claim is substantiated in writing and received by the Owner within twenty-one (21) calendar days of the event giving rise to it. 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 unless the Owner provides the Contractor with an explicit, written waiver of timely notice.

4.5.2 All Claims shall be addressed to:

Grandview School District No. 200
Attn: Mr. Kevin Chase
913 West 2nd Street
Grandview, WA 98930

4.6 RETENTION OF RECORDS AND AUDIT

The Contractor shall maintain and retain for a period of not less than three (3) years after the date of acceptance of Work all documents related to the Contractor's bid for this Contract (e.g., estimating sheets, take-offs, etc.) and all records pertaining to the performance of the Work under this Contract, including Work performed as extra work. The Contractor shall ensure each of his Subcontractors maintains and retains for said period all records pertaining to performance of Subcontractor Work under this Contract, including Work performed as extra work. All such documents and records shall be open to inspection and audit by Owner or others designated or authorized by Owner or under applicable law and regulations. If an audit is to be commenced more than sixty (60) calendar days after the acceptance of Work, Owner will give reasonable notice of the time when the audit is to begin.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site. 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 Subcontractors of a separate contractor.

5.1.2 A Sub-subcontractor is a person or entity that has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. 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.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work, consistent with the listing requirements on the Bid. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to reply promptly shall constitute notice of no reasonable objection. The Owner shall have the right to reject any proposed Subcontractor when the Owner reasonably believes the Subcontractor is not qualified or responsible to perform the Work or if the Subcontractor is different from one listed on or with the Bid.

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

5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change which is fully documented to the Owner's reasonable satisfaction and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required. The Owner shall not be responsible for any increased cost for any change involving a person or entity who or which was not in all respects qualified, competent and sufficiently experienced to perform proposed Work.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner makes reasonable objection to such change. The Owner may require the Contractor to change any Subcontractor previously approved for reasonable cause. Actions by the Owner pursuant to this subparagraph shall not be deemed to make either responsible for the performance or future performance of a Subcontractor.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 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 which the Contractor, by these Contract Documents, assumes toward the Owner. 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 into 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 which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2 Any part of the Work performed for the Contractor by a Subcontractor shall be pursuant to a written subcontract agreement between the Contractor and such Subcontractor, which shall be available to the Owner for review upon request. Each such Subcontractor Agreement shall:

.1 Require that such Work be performed in accordance with the requirements of the Contract Documents and applicable laws and regulations;

.2 Waive all rights the contracting parties and their insurers may have against one another or that the Subcontractor may have against the Owner for damages caused by fire or other perils covered by the property insurance described in the Contract Documents;

.3 Require the Subcontractor to carry and maintain insurance in accordance with the Contract Documents;

.4 Require the Subcontractor to furnish such certificates and waivers as may be reasonably requested to the extent Subcontractor has been paid for Work performed under the Subcontract Agreement;

.5 Require the Subcontractor to incorporate EEO statements in accordance with the Contract Documents;

.6 Require payment of prevailing wages in accordance with the Contract Documents.

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 for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

.2 Assignment is subject to the prior rights of the surety, if any, obligated under a bond relating to the Contract.

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 may file and document a Claim subject to the Claim provisions in the Contract Documents.

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 that 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 fully cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner unless and until subsequently revised.

6.1.4 Occupancy or use of any portion of the Work site by Owner shall not be construed as Substantial Completion.

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.

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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' 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 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

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 contractors as provided in Subparagraph 10.2.5.

6.2.5 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraphs 4.3 and 4.4 provided the separate contractor has reciprocal obligations.

6.2.6 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.15.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 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 as described in Paragraph 3.16, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be reasonable.

ARTICLE 7
CHANGES IN THE WORK

7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, 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 alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed upon receipt of written Notice to Proceed from the Owner, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed would cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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 A change in the Work;

.2 The amount of the adjustment in the Contract Sum, if any; and

.3 The extent of the adjustment in the Contract Time, if any.

7.2.2 A Change Order shall constitute final resolution of the matter addressed by the Change Order.

7.2.3 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

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 and stating a proposed basis for 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.

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:

.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 determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and, within seven (7) days, advise the Architect of the Contractor's agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time, or both. If the Contractor disagrees, it shall so notify the Architect in writing and shall detail the reasons for its disagreement and the amount or other terms that it proposes. WITHOUT SUCH TIMELY WRITTEN NOTICE, THE CONTRACTOR SHALL CONCLUSIVELY BE DEEMED TO HAVE ACCEPTED THE OWNER'S ADJUSTMENT. The Contractor's disagreement shall in no way relieve the Contractor of its obligation to comply promptly with any written notice issued by the Owner or Architect. The ultimate adjustment shall not exceed the larger amount under dispute, be it the Contractor's or the Owner's stated figure. The adjustment shall then be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, in strict accordance with this paragraph and other applicable provisions of the Contract Documents.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded by preparation and execution of a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, and an adjustment in the Contract Time to the extent the change demonstrably causes a change in the critical path of the Progress Schedule. In such case, and also under Subparagraph 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;

.5 Costs of additional work for supervision and field office personnel directly attributable to the chance but which are not included within overhead and profit in 7.3.6.7;

.6 Subcontractor costs directly related to the changes, calculated in the same manner as Contractor costs herein;

.7 Overhead and profit, which is defined as the allowance for all combined overhead and profit, which allowance includes home office overhead, extended overhead (such as job shack, sanicans, job truck, utilities of any kind, temporary equipment and devices, et al.), and site overhead (including superintendent's time, representative's time, project engineer's time, foreman's time, et al. and miscellaneous charges and allowances including but not limited to small tools and OSHA/WISHA), all applicable taxes except state and local sales taxes, and includes impact costs of any kind, added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any claim for additional work or extra payment of any kind on this Project. It shall include direct and indirect delay, acceleration or impact and be strictly limited in all cases to the following schedule:

.1 For the Contractor, for any materials or work performed by the Contractor's own forces, 10% of the cost.

.2 For the Contractor, for materials or work performed by its Subcontractor, 8% of the amount due the Subcontractor.

.3 For each Subcontractor (including lower tier subcontractors involved), for any materials or work performed by its own forces, 10% of the cost.

.4 For each Subcontractor, for materials or work performed by its subcontractors of any lower tier, 7% of the amount due the sub-subcontractor.

.5 The cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change, which results in a net decrease in the Contract Sum, shall be actual net cost as confirmed by the Architect plus attributable overhead. 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.

7.3.8 If the Architect and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Owner for determination.

7.3.9 When the Owner and Contractor agree with the 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 shall be recorded by preparation and execution of an appropriate Change Order.

7.3.10 The execution of a 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.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Architect will have authority to order minor changes in the Work 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 shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly even if the Contractor intends to file a Claim, in which case the notice of claim must be filed in writing in advance of any such Work pursuant to the provisions of Paragraph 4.3.

ARTICLE 8
TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents from notice to Proceed to date of Substantial Completion of the Work as defined in subparagraph 8.1.3. The only adjustments thereto are by Change Order.

8.1.2 The date of commencement of the Work is the date established in the Agreement unless otherwise provided by written Notice to Proceed. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

8.1.3 The date of Substantial Completion is the date certified by the Owner in accordance with Paragraph 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 is of the essence for commencement and completion of the Work. The Owner is relying materially on a specific construction period and will suffer serious direct, indirect and consequential damages should the established dates not be met. The Contractor shall promptly start the Work as soon as possible after the date of the Notice to Proceed and shall prosecute the Work so that the various portions of the Work shall be complete in accordance with any intermediate and final completion date(s) set forth in the Contract Documents and the Contractor's schedule. During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the Work as will not be damaged thereby; no portions of the Work shall be constructed while those conditions exist if acceptable quality or efficiency will be adversely affected. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for completion of the Work described herein is a reasonable time taking into consideration the weather conditions and other factors prevailing in the locality of the Work.

8.2.2 The Contractor shall provide progress schedules, cash flow projections and additional reports, as may be specified in the Contract Documents or as reasonably requested by the Owner, demonstrating the Contractor's logic and sequencing plan for scheduling and completing the Work within the Contract Time. Contract Time extensions approved by the Owner shall be incorporated into updated schedules reflecting their effect at the time of occurrence. Progress payments will not be considered by the Owner until the Contractor complies with these requirements.

The Contractor shall promptly notify the Owner in writing of any facts or conditions, which would affect the Contractor's ability to meet the intermediate or final completion date(s) for the Work. If the Contractor fails to maintain the progress necessary for the completion of the intermediate or final completion date(s) as required under this Contract, the Owner shall have all of the rights and remedies provided by law and under this Contract. Notwithstanding such rights and remedies, the Contractor shall, upon written notice by the Owner and at no additional cost to the Owner, work such hours as allowed by applicable permits and other such constraints, and furnish such additional personnel, equipment and construction plant for such a period of time as necessary to regain and thereafter maintain the progress required by the Contract. If the Contractor fails to comply with the Owner's notice or fails to regain and thereafter maintain the

progress required by the Contract, the Owner shall have all the rights and remedies provided by law and provided by this Contract, including those set forth in Paragraph 14.2 herein.

8.2.3 In the event the Work is delayed, the Owner will suffer losses and damages which may be impossible or impracticable to calculate. Should the Contractor fail to perform the work within the Contract Time as stipulated in the Contract Documents, Contractor shall pay to Owner, as liquidated damages and not as a penalty, the amount of $1000.00 per day of delay in achieving Substantial Completion during which the Project is not finally complete, unless extensions of time granted by Owner specifically provide for the waiving of liquidated damages. The Owner shall have the right to deduct the liquidated damages from any money otherwise due, or to become due, to Contractor. The liquidated damages amounts are not intended to preclude the Owner from pursuing claims and causes of action for other damages to the Owner resulting from the failures or defaults of the Contractor unrelated to delay in the Work.

8.2.4 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. Neither the date of commencement of the Work nor the date of completion of the Work shall be changed by the effective date of such insurance.

8.2.5 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is unavoidably delayed at any time in progress of the Work by an act or neglect of the Owner or Architect or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes which are both beyond the Contractor's control and could not be reasonably anticipated, or by other unavoidable causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine after considering the recommendations of the Architect or Owner.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraphs 4.3, 4.4 and 4.5.

8.3.3 For delays concerning which the Contractor has given proper and timely notice pursuant to Paragraphs 4.3, 4.4 and 4.5, the Contractor shall submit to the Owner and Architect a substantiated Claim. The Owner may grant an extension of time to the extent that unavoidable and reasonable delays necessarily affect controlling operations in the construction schedule. During such extension of time no damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and Owner that time extensions due to unavoidable and reasonable delays necessarily involve controlling operations, which would prevent completion of Work within the Contract Time. To the extent that any such extension of time is caused by act(s)

or omission(s) of someone other than the Owner or persons acting for the Owner, or to the extent that the extension of time arises from a reasonable delay, the Contractor's sole remedy shall be the extension of time and it may not recover any damages whatsoever arising in any manner from such delay. For purposes of this paragraph, any individual delay of up to the greater of 5 days or one percent of the Contract Time (as extended) shall be deemed reasonable and any individual delay of up to the greater of ten (10) days or five percent (5%) of the Contract Time (as extended) shall be presumed reasonable.

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

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work as required in subparagraph 3.11.4, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATION FOR PAYMENT

9.3.1 Contractor shall submit to Architect an itemized Application for Payment for Work completed during the monthly application period and not covered in a preceding Application for Payment. Such application shall be in the form of AIA forms G702 and G703, and shall be supported by such data substantiating Contractor's right to payment as Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers and any EEO compliance forms. Such applications shall reflect any retainage amount required herein, shall contain the statements required herein, and shall be accompanied by partial lien releases executed by all Subcontractors, mechanics and material men who supplied labor or materials or both in the performance of Work for which progress payments were previously made. Such application may not include a request for payment of any amount Contractor does not intend to pay to a Subcontractor, mechanic or material man because of a dispute or other reason.

If Architect has received the Contractor's Application for Payment in a timely manner, Architect will issue to Owner a Certificate for Payment, with a copy to Contractor, for such amount as Architect and Owner determine is properly due against the pending application for payment. Owner shall make a progress payment to Contractor, in the amount certified, not later than thirty (30) days following Owner's acceptance of the Application for Payment.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at an insured and secured 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 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Work.

9.3.4 Owner shall retain from any amount otherwise earned by Contractor hereunder a sum equal to five percent (5%) of the amount earned by Contractor. If the Contractor elects to submit a retainage bond in accordance with Chapter 60.28 RCW, the bond must be issued by a surety licensed to do business in the state where the Work is located with an A.M. Best rating of A-/VIII or better.

9.3.4.1 The retainage shall be held as a trust fund for the protection and payment of any person or persons, mechanic, Subcontractor, or material man who shall perform any labor under this Contract, as provided by Chapter 60.28 Revised Code of Washington (RCW) and all persons who shall supply such person or persons of Subcontractors with provisions, and supplies for the carrying on of such Work, and the State with respect to taxes imposed pursuant to RCW Title 82 which may be due from Contractor. In accordance with the provisions of Chapter 60.28 RCW, said trust fund shall be retained for the statutory period, and every person performing labor or furnishing supplies toward the completion of said Work shall have a lien upon said fund provided that proper notice of the lien shall be given as required by law. After the expiration of the statutory notice period, and after receipt of a clearance of the Department of Revenue and Department of Labor & Industries, the reserve in excess of a sum sufficient to discharge the taxes certified as due or to become due by the Department of Revenue, the Department of Labor & Industries, and the claims of material men and laborers who have filed their claims, together with a sum sufficient to defray the cost of foreclosing the liens of such claims, and to pay attorneys' fees, shall be paid to Contractor. The provisions of this subparagraph shall supersede any other conflicting provision in this Contract.

9.3.4.2 Monies reserved under provisions of Chapter 60.28 RCW shall, at the option of the Contractor, be:

a. Retained in a fund by the Owner with no interest paid thereon to the Contractor; or

b. Deposited by the Owner in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after final acceptance of all work, or a portion thereof, as may be approved by the Owner; or

c. Placed in escrow in a bank or trust company by the Owner. When the monies reserved are to be placed in escrow, the Owner will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner, and the bonds and securities held in escrow. Interest on the bonds and securities shall be paid to the Contractor as the interest accrues.

Under option b and c above, interest will be paid to the Contractor as the interest accrues. The Contractor shall designate the option desired on a form as may be provided by the Owner. This form shall be submitted no later than with the Contractor's first partial payment request. The Contractor in choosing option b or c agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges, or both, and further agrees to assume all risks in connection with the investment of the retained monies. If retainage funds are placed in escrow, the escrow agreement shall be a standard Superintendent of Public Instruction ("SPI") Format.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect and Owner determine 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 Subparagraph 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 observations at the site and the data comprising the Application for Payment, that the Work has progr Architect essed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. 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 minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect.

9.5 CERTIFICATION AND PAYMENTS WITHHELD

9.5.1. The Owner may decide not to certify payment and 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 Subparagraph 9.4.2 cannot be made or if the Contractor's Application for Payment does not comply with the requirements of the Contract. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount for which an Architect is able to make such representation to the Owner. The Owner may, with or without the Architect's concurrence, withhold payment, and the Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's or Architect's opinion to protect the Owner from loss because of:

.1 Defective Work or unsatisfactory performance not remedied;

.2 Third party claims filed against the Owner relating to the Work or reasonable evidence indicating probable filing of such claims;

.3 Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 Damage to the Owner or another contractor;

.5 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

.6 Failure to carry out the Work in accordance with the Contract Documents;

.7 If Owner or Architect, in its good faith judgment, determines that the portion of the Contract Sum then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, then the Owner shall make no additional payments and none will become due to the Contractor unless and until the Contractor, at its sole cost, performs a sufficient portion of the Work so that the Contract Sum then remaining unpaid is determined by the Owner or Architect to be sufficient to so complete the Work;

.8 Delay by the Contractor and/or its Subcontractor(s) of any tier, or failure to comply with Contractor's Progress Schedule; or

.9 Liquidated damages.

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

9.5.3 Owner shall not be deemed to be in breach of this Contract by reason of the withholding of any payment if the Work in question shall have been rejected by any governmental authority. The Owner shall have no obligation to make payments for defective Work and unsatisfactory performance until such Work and performance is corrected or replaced as provided herein and compensation is thereby earned.

9.5.4 Pursuant to RCW 39.12, the Contractor will not receive any payment until the Contractor and all Subcontractors of any tier have submitted a "Statement 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 with a schedule of applicable prevailing wage rates. The Contractor and the respective Subcontractors 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.

9.6 PROGRESS PAYMENTS

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. The Owner will make a progress payment within thirty (30) days of its receipt of the Architect's Certificate for Payment, but shall be entitled to withhold payment according to subparagraph 9.5.1, notwithstanding the issuance of a Certificate for Payment.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon 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 said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with Subcontractors, require each Subcontractor to make payments to Sub-subcontractors in similar manner. If the Contractor does not receive payment for any cause which is not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand, made at any time after which such payment to the Contractor would have been made, for its work to the extent completed, 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 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 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 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.

9.7 LITIGATION DELAY COSTS

9.7.1 In the event of delays primarily due to litigation, which qualifies under RCW 60.28.080, the parties hereto agree that the reasonable costs of such litigation delay shall consist only of the following:

9.7.1.1 Actual and necessary direct costs to the Contractor directly attributable to the period of delay for wages, wage taxes and labor costs other than wages; provided, that such costs could not be otherwise avoided by layoffs or employment on other projects during the period of delay. The wage rates shall not exceed those listed on the Contractor's "Statement of Intent to Pay Prevailing Wages on Public Works Contract" as approved by the Industrial Statistician of the State of Washington.

9.7.1.2 Additional and necessary direct costs for materials and equipment rentals actually incurred and paid by the Contractor directly attributable to the period of delay.

9.7.1.3 Actual equipment standby costs established by rental agreements or, if Contractor owned, by the lowest rate utilized by The Contractor for purposes of its project accounting.

9.7.1.4 Additional and necessary direct costs of insurance premiums and bonds actually incurred and paid by the Contractor directly attributable to the period of delay.

9.7.1.5 Additional and necessary costs for subcontracts actually incurred and paid by the Contractor directly attributable to the period of delay; provided, that such additional costs could not be avoided by cancellation or renegotiation of such subcontracts.

9.7.1.6 To such costs shall be added an amount equal to ten percent (10%) thereof as a reasonable amount for overhead, profit, and all other costs not specifically accounted for above.

Within three days after notice of litigation delay under this paragraph, the Contractor shall notify the Owner and Architect in writing of the Contractor's estimated weekly litigation delay costs as described above; provided, however, that in no event will payment for actual litigation delay

costs exceed one hundred twenty-five percent (125%) of the said estimated costs. The Contractor shall submit to the Architect no later than the fifth day of each month a request for such litigation delay costs incurred during the previous calendar month. The request for payment shall be in a form satisfactory to the Architect and Owner and shall include copies of invoices, correspondence and such other verifiable evidence of delay costs actually and necessarily incurred by the Contractor as the Owner or Architect may require. This paragraph shall be the Contractor's exclusive remedy for litigation delay costs.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose, as determined by Owner and Architect. No portion of the project will be considered substantially complete until the local building, fire and DSHS authorities have issued Certificates of Occupancies and or other approval for occupancy covering that portion of the Work if required. All of the Project's parts and systems shall be accessible, operable and usable by the Owner, including site Work. The Project shall be clean. Preliminary training of personnel must take place. Only incidental corrective Work under "Punch Lists" and final cleaning (if required) may remain to be done.

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. The Contractor shall proceed promptly to complete and correct items on the list. 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. Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete to assist the Contractor in completing the Work. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. The cost of this and any additional inspections by the Architect shall be at Contractor's expense in accordance with subparagraph 9.8.2.1 below. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which 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 shall 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 Final Acceptance by the Goldendale School District's Board of Directors. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

9.8.2.1 The Architect and Owner will make one Punch List check and perform one back check of the Punch List. Added inspections or meetings shall be at Contractor's expense at Architect's applicable rates. Such inspection meetings may be required because of:

.1 Failure on the part of Contractor to satisfactorily complete all items on Punch List prior to Back Check of the Punch List, or

.2 Additional inspections required by defective installations or equipment.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9.8.4 Contractor's acceptance of Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the application for payment for the Substantial Completion payment, and except for the Contract Sums due at Final Acceptance.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.3.3 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payment, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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 Use by Owner of any finished part of the Work, which has specifically been identified in the Contract Documents, or which Owner, Architect and Contractor agree constitutes a separately functioning process, facility or portion of the Work that can be used by Owner without

significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

Owner at any time may request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees, Contractor will certify to Owner and Architect that said part of the Work is substantially complete and request Architect to issue a Certificate of Substantial Completion for that part of the Work. Contractor at any time may notify Owner and Architect in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Architect to issue a Certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner, Contractor and Architect shall make an inspection of that part of the Work to determine its status of completion. If Architect does not consider that part of the Work to be substantially complete, Architect will notify Owner and Contractor in writing giving the reasons therefore. If Architect considers that part of the Work to be substantially complete, the provisions of subparagraphs 9.8.1 and 9.8.2 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

9.9.4 Unless otherwise agreed, Owner's 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 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and Owner will promptly make such tests and inspection and, when the Architect and Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the balance found to be due the Contractor and noted in said final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor being entitled to final payment have been fulfilled.

9.10.2 Final Acceptance will not be granted until Owner has received and accepted Record Documents, Operations and Maintenance Manuals, staff training on all operable equipment, final certificates of occupancy from local jurisdictions and all required certificates or other evidence of warranties. Final Completion must be achieved within 14 days of the scheduled Substantial Completion date as described in Paragraph 9.8.

9.10.3 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that 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, (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 reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) other data establishing payment or satisfaction of 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 or as may be required by applicable laws and regulations, and (6) all claims by the Contractor have been waived or resolved. Such forms and filings shall include:

.1 Certificates approved by the Washington State Department of Labor and Industries, Washington State Employment Security Department, and all other departments and agencies having jurisdiction over the activities of the Contractor have been provided to the Owner;

.2 A release obtained from the Washington State Department of Revenue that state taxes have been paid; and

.3 "Affidavits of Wages Paid" for the Contractor and each Subcontractor approved by the Industrial Statistician of the Washington State Department of Labor and Industries have been provided to the Owner.

If such taxes have not been discharged or the claims, expenses, and fees have not been paid, the Owner shall either retain in its funds, or in an interest bearing account, or retain in escrow, at the option of the Contractor, an amount equal to such unpaid taxes and unpaid claims together with a sum sufficient to defray the costs and attorney fees incurred in foreclosing the lien of such claims, and shall pay, or release from escrow, the remainder to the Contractor.

9.10.4 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 attorneys' fees. Lien notices shall be delivered to:

Grandview School District No. 200
913 West 2nd Street
Grandview, WA 98930
Attn: Mr. Brad Shreeve

9.10.5 The making of final payment shall not constitute a waiver of any claims by the Owner, including, but not limited to, those arising from:

.1 Unsettled liens;

.2 Faulty or defective Work appearing after Substantial completion;

.3 Failure of the Work to comply with the requirements of the Contract Documents; or

.4 Terms of any warranties or guarantees required by the Contract Documents or supplemental agreements between the Owner and Contractor.

9.10.6 If, after Substantial Completion of the Work, final completion thereof 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 shall, 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. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.7 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 at the time of final Application for Payment. Such waivers shall be in addition to any waivers of Claims resulting from the operation of Paragraphs 4.3, 4.4, 4.5 and 9.8.4.

9.10.8 The Owner reserves the right pursuant to Chapter 60.28 RCW to withhold from any retainage funds remaining after the clearance of claims for liens and taxes an amount necessary to satisfy claims by the Owner against the Contractor, and the remainder of the retainage shall be released to the Contractor.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor 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, which meets statutory, and common law for the provision of a safe place to work. This requirement shall apply continuously and not be limited to normal working hours. That the Architect or Owner conducts construction review of the Contractor's performance does not and shall not be intended to include review of the adequacy of the Contractor's safety measures in, on or near the site of the Work. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

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

.1 Employees on 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-subcontractors; 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 give all notices and comply with all applicable laws, ordinances, rules, 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 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 (OSHA), including all revisions, amendments and regulations issued there under, and the provisions of the Washington Industrial Safety Act of 1973 (WISHA), including all revisions, amendments and regulations issued there under 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 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 precaution, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users and 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, persons, 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, 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 to property referred to in Subparagraphs 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, 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 Subparagraph 10.2.1, 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 of negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.19.

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 endanger its safety.

10.3 HAZARDOUS MATERIALS

10.3.1 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), 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.

10.3.2 The Owner shall obtain the services of a licensed or accredited laboratory to 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 such material or substance or who are to perform the task of removal or safe containment of such 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 a reasonable 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. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time may be extended appropriately and the Contract Sum may be increased in the amount of the Contractor's demonstrated, reasonable additional costs of shut-down, delay and start-up, which adjustment shall be accomplished as provided in Article 7.

10.3.3 The Owner shall not be responsible under Paragraph 10.3 for materials or substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

10.4 PUBLIC SAFETY AND CONVENIENCE

10.4.1 The Contractor shall conduct its Work so as to ensure the least possible obstruction to vehicular traffic and inconvenience to the general public and the residents 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.

10.5 SANITATION

10.5.1 The Contractor shall comply with WAC 296-155-140 and other applicable laws and regulations establishing sanitation standards in the construction industry.

10.6 EMERGENCIES

10.6.1 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 the time claimed by the Contractor on account of an emergency beyond the control of the Contractor shall be determined as provided in Paragraph 4.3 and Article 7.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain in a company or companies licensed to do business in the state which the project is located, with an A.M. Best rating of A-/VII or better and reasonably satisfactory to Owner, such insurance as will protect Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

.1 Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which is applicable to Work to be performed;

.2 Claims for damages, because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage, which are sustained (1) by a person as a result of an act or omission directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.19;

.8 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises operations (including X, C & U as applicable);

2. Independent Contractor's protective;

3. Products and completed operations;

4. Personal injury liability with employment exclusion deleted;

5. Contractual, including specific provision for Contractor's obligation under Paragraph 3.18;

6. Owned, non-owned and hired motor vehicles;

7. Broad form property damage including completed operations; and

8. Umbrella excess liability.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

1. Workers Compensation:

   (A) State: Statutory

   (B) Applicable Federal (e.g., Longshoremens): Statutory

   (C) Employers Liability: $1,000,000.00

2. Comprehensive General Liability (Including Premises Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

   (A) Bodily Injury:
   $1,000,000.00. Each occurrence
   $1,000,000.00. Annual aggregate

   (B) Property Damage:
   $1,000,000.00. Each occurrence
   $1,000,000.00. Annual aggregate

   (C) Products and completed operations to be maintained for three years after final payment.

   (D) Property Damage Liability Insurance shall provide X, C or U coverage as applicable.

3. Contractual Liability:

   (A) Bodily Injury:
   $1,000,000.00. Each occurrence

   (B) Property Damage:
   $1,000,000.00. Each occurrence

$1,000,000.00. Annual occurrence

4. Personal Injury, with employment exclusive deleted: $1,000,000. Annual aggregate

5. Comprehensive Automobile Liability:

   (A) Bodily Injury:
   $1,000,000.00. Each person
   $1,000,000.00. Each occurrence

6. Umbrella Excess Liability:
   $1,000,000.00. Over primary insurance.
   $50,000. Retention for self-insured hazards each occurrence.

11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage afforded under the policies will not be reduced, canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. The Owner shall be included as an additional insured on all such policies. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.3. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.1.4 The Contractor shall furnish one copy each of certificates of insurance herein required for each copy of the agreement which shall specifically set forth evidence of all coverage required by subparagraphs 11.1.1, 11.1.2 and 11.1.3. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims, which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

11.3 PROPERTY INSURANCE

11.3.1 Before commencement of the work, the Contractor will submit written evidence (via certificate of insurance) that it has purchased (at Contractor's expense) for the period of this

Contract, Builder's Risk "All-Risk" Completed Value Insurance Coverage, in the face amount of this Contract including taxes, (including coverage for fire, Collapse, and Damage resulting from Faulty Workmanship, Material, or Design; but not including Flood, Earthquake or Landslide unless specified for a given project) upon the entire work which is the subject of this Contract, including completed work and work in progress but excluding structures in existence at the time the Contract was awarded. Such insurance shall include as Additional Named Insureds: The Owner(s) and each of their officers, agents and employees; and any other persons with an insurable interest designated by the Owner as Additional Named Insureds. Such insurance must be issued by an insurer meeting the qualification requirements of subparagraph 11.1.1. Within 30 days of award of the Contract, the Contractor shall also provide the Owner with a copy of the insurance contract required by this Subsection.

Such insurance may have a deductible clause but not to exceed $1,000. (The deductible on earthquake, flood and landslide may be in accordance with the Underwriters' requirements.) The Contractor shall be solely responsible for any such deductibles.

11.3.2 Adjustment. Upon the occurrence of an insured loss, the Owner, as first named insured, shall have the right to adjust and settle any loss with the insurers. The Owner shall deposit in a separate account any monies received, and shall distribute such funds in accordance with such agreement as the parties in interest may reach. If no agreement is reached, any damaged Work shall first be repaired or replaced, and payment therefore made from the separate account by Change Order or by payment to a separate contractor, at Owner's option; further disbursements from the separate account will then be determined pursuant to the provisions of subparagraphs 4.4 and 4.5 above.

11.3.3 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.4 PERFORMANCE AND PAYMENT BOND

11.4.1 The Contractor shall secure and pay for a Performance and Payment Bond(s) in the full amount of the Contract Sum plus sales tax, pursuant to Chapter 39.08 RCW. Said bond shall meet all requirements of Chapter 39.08 RCW and shall also be issued by a surety with an A.M. Best rating of A-/VII or better. Within 10 days after the issuance of the Notice of Intent to Award Contract, the Contractor shall deliver two copies of the Bond to the Owner and one copy to the Architect. THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT, WITHHOLD ITS "NOTICE TO PROCEED," AND/OR WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BOND IS RECEIVED. If the contract is executed, the Contract Time shall be reduced by one day for each day after 10 days that said bond is not received by the Owner, and there shall be no adjustment to the completion date.

11.4.2 The Owner may require certain subcontractors to provide evidence of performance bondability in writing to the Owner and it may also require certain subcontractors to provide and maintain at the Owner's expense during the life of the Contract, a performance bond equal to the total amount of such subcontract, excluding sales tax. Any bond(s) so required by the Owner shall be issued by a surety licensed to do business in this state with an A.M. Best rating of A-/VII or better.

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 Owner's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect or Owner, be uncovered at Contractor's expense for the Architect's observation and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Architect has not specifically requested to observe prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, and Contractor has notified Owner in writing of Architect's request and Contractor has signed a sworn statement that the Work is in compliance with the Contract Documents and submits evidence of reasonable care, quality control and inspection completed by Contractor to determine such, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs, except to the extent the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the extent of its proportionate responsibility.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby.

12.2.2 The general project warranty period of one year from the date of Final Acceptance by the Grandview School District Board of Directors shall be extended with respect to portions of Work first performed or corrected after Substantial Completion by the period of time between Substantial Completion and the satisfactory performance or correction of the Work. At the election of the Owner, the extended periods of warranty shall be confirmed by submission by the Contractor of written special warranties. If, within one year after the date of Final Acceptance of

the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.8.2, or by terms of an 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 promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

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

12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services, attorneys' services, and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor promptly shall pay the difference to the Owner.

12.2.5 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 which is not in accordance with the requirements of Contract Documents.

12.2.6 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations, which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 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. Correction of Work may be performed by Owner's selected contractors at Contractor's expense.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work, which 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 as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the law of the place where the Project is located. The venue of any litigation under the Contract shall be in Yakima County, Washington.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind them, 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 to the extent specifically provided elsewhere in the Contract Documents, neither party to the Contract shall assign the Contract in whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, actual receipt by facsimile or if delivered at or sent by registered or certified mail to the last business address of a party. The addresses and facsimile contact numbers for Owner and Contractor are as follows unless specific written notice of a new address and/or facsimile number is received by each of the other parties:

Owner: Grandview School District No. 200
913 West 2nd Street
Grandview, WA 98930
Attn: Mr. Kevin Chase

Contractor: To Be Selected
_____
_____
_____
_____

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

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

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided in the Contract Documents, the Contractor shall make timely arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals except as noted otherwise in the Contract Documents. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Owner shall bear costs of tests, inspections or approvals, which have become requirements after bids were received.

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 Subparagraph 13.5.1, the Architect will, upon consent of the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by any 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 the Architect may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

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

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 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.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate provided under RCW 39.76.010.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

.1 **Before Substantial Completion**. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

.2 **Between Substantial Completion and Final Certificate for Payment**. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

.3 **After Final Certificate for Payment**. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.6, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.8 PARTNERING

The Owner, Contractor and Architect shall participate together in cooperative procedures mutually developed by the parties to avoid or minimize problems on the Project.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor shall have the right to terminate the Contract only under the circumstances and with the rights and remedies provided in RCW 60.28.080.

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 Contract or Work for cause, including, but not limited to, the following circumstances:

.1 The Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time;

.2 The Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;

.3 The Contractor fails to supply a sufficient number of properly skilled workers or proper materials;

.4 The Contractor fails to make prompt payment due to Subcontractors or for materials or labor;

.5 The Contractor disregards or violates laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or

.6 The Contractor breaches any material provision of the Contract Documents.

14.2.2 When any of the above reasons exist, or when any other legally sufficient cause exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, 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 days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Paragraph 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for cause pursuant to subparagraph 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, attorneys' fees, 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 promptly pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

14.2.5 If, after Contractor has been terminated pursuant to this paragraph, it is determined that legally sufficient cause does not exist, then such termination shall be considered a termination for convenience pursuant to Paragraph 14.3.

14.2.6 If the Owner terminates in whole or in any part of the Work pursuant to Paragraph 14.2, the Owner may procure, upon such terms and in such manner as it deems appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this Contract to the extent not terminated hereunder.

14.3 TERMINATION OR SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor and Contractor's surety, terminate (without prejudice to any right or remedy of the Owner) or suspend the whole or any portion of the Work for the convenience of the Owner.

14.3.2 If the Owner terminates the Work or any portion thereof for convenience, the Owner shall be liable to Contractor only for those costs reimbursable to Contractor in accordance with subparagraph 14.3.3, plus ten percent of the actual costs recovered under 14.3.3, unless the Contractor would have sustained a loss on the entire Contract had it been completed, in which case the ten percent markup will not be included, and an appropriate adjustment will be made to reduce the amount due the Contractor in proportion to the rate of loss.

14.3.3 If the Owner terminates the Work or any portion thereof for convenience, the Owner shall pay the Contractor as follows:

.1 An amount consistent with the terms of the Contract Documents for supplies, services, or property accepted by the Owner pursuant to subparagraph 14.4.1.6 (or sold or acquired pursuant to subparagraph 14.4.1.7) for which the Owner has not paid;

.2 the amount due under Article 9 of this Agreement for the performance of the Work already performed, exclusive of any costs attributable to supplies or services otherwise paid or to be paid for under this subparagraph; and

.3 the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders, pursuant to subparagraph 14.4.1.5, which are properly chargeable to the terminated portion of the Work (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination and exclusive of unearned profit).

14.3.4 If the Owner suspends all or any portion of the Work in accordance with Subparagraph 2.5.1 for the Owner's convenience, the Contract Sum and/or Time shall be equitably adjusted only to the extent the Contractor can demonstrate actual impact as a result of such suspension.

14.3.5 The total sum to be paid to the Contractor under this paragraph 14.3 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made and the price of Work not terminated, and as otherwise permitted by the Contract Documents. 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 subparagraph 14.4.1.7.

14.4 CONTRACTOR'S DUTIES ON TERMINATION

14.4.1 Unless the Owner directs otherwise, after receipt of a Notice of Termination from the Owner pursuant to paragraphs 14.2 or 14.3, 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 materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as 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, 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 settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts;

.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 subparagraph 14.4.1.6. 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.

14.4.2 The Contractor shall, from the effective Date of Termination until the expiration of three 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 or completed Work.

14.4.3 In arriving at any amount due the Contractor after termination, the following shall apply:

.1 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under paragraph 14.3.

.2 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.

END SECTION 000600

SECTION 012300

ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General & Supplementary Conditions and other Division 01 Specification Sections, apply to this section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems or installation methods described in the Contract Documents.
   1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Modify or Adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
   1. Include as part of each alternate, miscellaneous devices, accessory object and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Nonfiction: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A Schedule of Alternates is included at the end of this section. Specification sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTENATES (The contractor's bid shall correspond to the alternations described in Division 01).

A. Alternate # 1: Additional ID Badge System Hardware

1. Alternate Bid: This alternate includes providing and installing an additional complete ID Badge System Hardware including ID Card Printer System and ID Camera Package. Location for install to be High School, Middle School, Smith Elementary, Harriet Thompson Elementary or McClure Elementary School.

2. Base Bid: Provide work as shown in the contract documents WITHOUT the work specified as Alternate Bid # 1.

B. Alternate # 2: Access Control for High School Door # 14

1. Alternate Bid: This alternate includes providing and installing a complete access control system tied into the overall Access Control System for High School Door # 17.

2. Base Bid: Provide work as shown in the contract documents WITHOUT the work specified as Alternate Bid # 2.

C. Alternate # 3: Access Control for High School Door #12

1. Alternate Bid: This alternate includes providing and installing a complete access control system tied into the overall Access Control System for Smith Elementary Door # 8.

2. Base Bid: Provide work as shown in the contract documents WITHOUT the work specified as Alternate Bid # 3.

END OF SECTION 012300

SECTION 012500

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:

1. Division 01 Section "Alternates" for products selected under an alternate.
2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
3. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit one copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use form provided at the end of this section.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within seven days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

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

1.6 PROCEDURES

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

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

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

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.
c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

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

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Architect may require a $500 fee (in addition to a. above) to review each substitution to be paid to the Architect. Architect will advise contractor prior to review for contractor approval.
e. Substitution request is fully documented and properly submitted.
f. Requested substitution will not adversely affect Contractor's construction schedule.
g. Requested substitution has received necessary approvals of authorities having jurisdiction.
h. Requested substitution is compatible with other portions of the Work.
i. Requested substitution has been coordinated with other portions of the Work.
j. Requested substitution provides specified warranty.
k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SUBSTITUTION REQUEST FORM

To: Grandview School District
913 West 2nd Street
Grandview, WA 98930
Attn: Brad Shreeve
Phone: (509) 882.8500 Fax: (509) 882.2029
Email: bshreeve@gsd200.org
Email: lathan@ketchumenterprisesinc.com

Project: Grandview School District Access Control

Bid Date: _____

We hereby submit for your consideration the following product instead of the specified item for the above project:

Specified:	SECTION	ITEM	MANUFACTURER
	_____	_____	_____

Proposed Substitution:

Product (Include complete catalog info., model, size, type, etc.)

Manufacturer: _____
Street Address: _____
City: _____
State: _____
Phone: _____ Fax: _____

Include complete information on changes to Drawings and/or Specifications which substitution will require for proper installation.

Please respond to the following questions:

A. Does the substitution affect dimensions shown on the drawings?

_____

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

_____

C. What effect does the substitution have on other trades?

_____

D. What are the differences between the proposed substitution and the specified item?

_____

E. In what respect are the Manufacturer's guarantees different for the proposed substitute compared to the guarantees for the specified item?

_____

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

_____
Signature

_____
Name

_____
Firm

_____
Address

_____

_____ _____
Phone Fax

_____
Date

For Use by Architect Only:

___ Accepted ___ Accepted as noted

___ Not Accepted ___ Received too late

___ Accepted for bidding: Subject to review and Acceptance of Submittal

Reviewed by: _____

Date: _____

Notes:

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. Use Charges: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated.

B. Water and Electric Power: Available from Owner's existing system without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Erosion- and Sedimentation-Control Plan: Submit plan showing compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

D. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

E. Accessible Temporary Egress: Comply with applicable provisions in ICC/ANSI A117.1.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Chain-Link Fencing: Minimum 2-inch , 0.148-inch thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts and top and bottom rails.

2.2 TEMPORARY FACILITIES

A. Provide field offices, storage and fabrication sheds, and other support facilities as necessary for construction operations. Store combustible materials apart from building.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

C. Sanitary Facilities: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Heating and Cooling: Provide temporary heating or cooling required for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

E. Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

3.2 SUPPORT FACILITIES INSTALLATION

A. Install project identification and other signs in locations approved by Owner to inform the public and persons seeking entrance to Project.

B. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

B. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

C. Furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

E. Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather-tight enclosure for building exterior.

3.4 MOISTURE AND MOLD CONTROL

A. Before installation of weather barriers, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.

B. After installation of weather barriers but before full enclosure and conditioning of building, protect as follows:

1. Discard water-damaged and wet material and material that begins to grow mold.
2. Allow installed wet materials adequate time to dry before being enclosed.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility.

END OF SECTION 015000

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

B. Comparable Product Requests:

1. Submit request for consideration of each comparable product. Do not submit unapproved products on Shop Drawings or other submittals.
2. Identify product to be replaced and show compliance with requirements for comparable product requests. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified.
3. Owner will review the proposed product and notify Contractor of its acceptance or rejection.

C. Basis-of-Design Product Specification Submittal: Show compliance with requirements.

D. Compatibility of Options: If Contractor is given option of selecting between two or more products, select product compatible with products previously selected.

E. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
4. Store materials in a manner that will not endanger Project structure.
5. Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.

F. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.

1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
2. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Where Specifications name a single manufacturer and product, provide the named product that complies with requirements.
2. Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
4. Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements for "comparable product requests" for consideration of an unnamed product.
5. Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
6. Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements for "comparable product requests" for consideration of an unnamed manufacturer's product.
7. Where Specifications name a single product, or refer to a product indicated on Drawings, as the "basis-of-design," provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017000

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS (Not Used)

1.2 CLOSEOUT PROCEDURES

A. Substantial Completion: Before requesting Substantial Completion inspection, complete the following:

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, maintenance service agreements, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Deliver tools, spare parts, extra materials, and similar items.
6. Complete reverse installation of systems and units.
7. Remove temporary facilities and controls.
8. Complete final cleaning.

B. Submit a written request for inspection for Substantial Completion. On receipt of request, Owner will proceed with inspection or advise Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

C. Request inspection for Final Completion, once the following are complete:

1. Submit a copy of Substantial Completion inspection list stating that each item has been completed or otherwise resolved for acceptance.
2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

D. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

E. Submit a written request for final inspection for acceptance. On receipt of request, Owner will proceed with inspection or advise Contractor of unfulfilled requirements. Owner will prepare final Certificate for Payment after inspection or will advise Contractor of items that must be completed or corrected before certificate will be issued.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance.

1. Verify compatibility with and suitability of substrates.
2. Examine roughing-in for mechanical, plumbing and electrical systems.
3. Examine walls and roofs for suitable conditions.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Take field measurements as required to fit the Work properly. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication.

D. Verify space requirements and dimensions of items shown diagrammatically on Drawings.

3.2 CONSTRUCTION LAYOUT AND FIELD ENGINEERING

A. Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks.

B. Engage a land surveyor to lay out the Work using accepted surveying practices.

3.3 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated. Make vertical work plumb and make horizontal work level.

1. Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections to form hairline joints.
2. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations.

C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

D. Use products, cleaners, and installation materials that are not considered hazardous.

E. Provide user manuals for all Facilities, components and materials.

3.4 CUTTING AND PATCHING

A. Provide temporary support of work to be cut. Do not cut structural members or operational elements without prior written approval of Owner.

B. Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

C. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will minimize evidence of patching and refinishing.
2. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

3.5 CLEANING

A. Clean Project site and work areas daily, including common areas. Dispose of materials lawfully.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
3. Remove debris from concealed spaces before enclosing the space.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion:

1. Remove labels that are not permanent.
2. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Sweep concrete floors broom clean.
3. Wipe surfaces of electrical equipment. Remove excess lubrication.
4. Clean Project site, yard, and grounds, in areas disturbed by construction activities. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

END OF SECTION 017000

SECTION 017419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUBMITTALS

A. Waste Reduction Progress Reports: Submit concurrent with each Application for Payment. Include total quantity of waste, total quantity of waste salvaged and recycled, and percentage of total waste salvaged and recycled.

B. Records of Donations and Sales: Receipts for salvageable waste donated or sold to individuals and organizations. Indicate whether organization is tax exempt.

C. Recycling and Processing Facility Records: Manifests, weight tickets, receipts, and invoices.

D. Landfill and Incinerator Disposal Records: Manifests, weight tickets, receipts, and invoices.

E. Waste Management Plan: Develop a waste management plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

1. Salvaged Materials for Reuse: Identify materials that will be salvaged and reused.
2. Salvaged Materials for Sale: Identify materials that will be sold to individuals and organizations include list of their names, addresses, and telephone numbers.
3. Salvaged Materials for Donation: Identify materials that will be donated to individuals and organizations include list of their names, addresses, and telephone numbers.
4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

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

B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

C. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work: Clean salvaged items and install salvaged items to comply with installation requirements for new materials and equipment.

B. Salvaged Items for Owner's Use: Clean salvaged items and store in a secure area until delivery to Owner.

C. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs.

3.3 RECYCLING WASTE

A. General: Recycle paper and beverage containers used by on-site workers.

B. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

D. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

E. Metals: Separate metals by type.

F. Piping: Reduce piping to straight lengths and store by type and size

G. Conduit: Reduce conduit to straight lengths and store by type and size.

3.4 DISPOSAL OF WASTE

A. Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction. Recycle materials accordingly at approved recycling stations.

B. Do not burn waste materials.

END OF SECTION 017419

SECTION 275000

ACCESS CONTROL & IDENTITY MANGEMENT SYSTEM

PART 1 – GENERAL

1.1 SECTION REQUIREMENTS

A. Vendor will provide and install an integrated door access and identity management system. System shall provide a platform for integrated card issuance, access control and visitor management.

B. Drawings and general provisions of the Contract, including General & Supplementary Conditions of and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

A. The vendor shall furnish all equipment, material and labor required to provide and connect in accordance with this specification and applicable drawings a fully operational Physical Access Control System to the complete satisfaction of the customer.

The complete system installed at each location shall meet all applicable Fire Codes for exiting the building.

It is the intent of this specification to provide a complete and operational system ready for use. All equipment, accessories and/or materials necessary for the proper operation of the System as specified, not specified or described but is normally provided in similar systems shall be deemed part of the specifications and shall be provided by the vendor.

1.3 PROCEDURES

A. References to brand names are to establish minimal standard requirements. They are not intended to limit competition.

B. Bids on items or materials manufactured by other manufacturers will be considered substitutions and MUST be of equal or higher quality, performance, and durability. Customer reserves the right to request demonstration of similar equipment to determine whether substitution is equal or better. Also reference Specification Section 012500 substitution procedures.

C. Any substitution or deviation from specified items MUST be fully documented to be considered. Substitutions not fully noted and documented may result in an invalid bid. Substitutions must be of equal or higher quality than specified.

1.4 PRODUCTS + EXECUTION

IDENTITY MANAGEMENT SYSTEM (IMS)

The Access Control System (ACS) shall be fully embedded as part of a single Identity Management System (IMS) and single database. The IMS shall be an enterprise class IP-based software security platform.

Available native functionality within the IMS must include:

A. Server Software Module (SSM)
B. Configuration Interface
C. Access Service
D. Integration Service
E. Client Software Application (CSA)
F. Microsoft Active Directory Sync Service (ADSS)
G. Visitor Management
H. ID Badge Design
I. ID Badge Production (Onsite & Offsite)

GENERAL

The ACS shall be an enterprise class access control software solution. It shall be fully embedded within a single Identity Management System (IMS) and single database.

The ACS shall be capable of performing and integrating multiple security functions including the configuration, management and monitoring of cardholder access, hardware units (controllers), events, alarms, as well as real-time tracking and reporting. The ACS shall be highly scalable and include provisions for future growth.

The ACS shall be based on an open architecture Mercury panel platform and support multiple access control lock hardware manufacturers. The ACS shall be able to integrate with multiple non-proprietary interface modules, access readers, and other third party applications.

SYSTEM ARCHITECTURE

The ACS shall be based on a client/server model. The ACS shall consist of a Server Software Module (SSM) and Client Software Applications (CSA). The ACS shall be both a multi-user and a multi-tasking environment.

The ACS shall support the installation of the SSM and CSA on the same machine. Conversely, the ACS shall support a distributed environment where the SSM and CSA can be installed across unlimited PCs over an IP network.

CSA’s shall ping the SSM and check for updates. If updates are available, the CSA shall install the update without action from the user. Upon installation, the IMS will publish CSA’s as an

available installation program over the network. No CD shall be required to install a CSA at a remote PC connected to the network.

The ACS shall be an IP enabled solution. All communication between the SSM, CSA, and hardware controllers shall be based on standard TCP/IP protocol.

SYSTEM DESIGN GUIDELINES

The ACS shall be designed to run on a standard PC-based Windows server platform. The ACS interface shall be easy-to-use and minimize the number of external applications required to configure and monitor the system. The user interface shall consist of a single configuration client interface and a single live monitoring client interface. The ACS server modules shall be compatible with multiple 32-bit and 64-bit operating systems including any of the following Windows Server 2003, Windows Server 2008, and Windows Server 2008 R2 Standard, Enterprise or Datacenter Edition. The ACS client and management modules shall be able to run on all networkable versions of the following platforms: 32 and 64 bit versions of Windows XP, Windows Vista, Windows 7 and Windows 8. The system database server(s) shall be built on Microsoft's SQL Server 2005 SP3, SQL Server 2008 SP1, SQL Server 2008 R2 or SQL Server 2012 - including SQL Express Editions.

SYSTEM SCALABILITY AND CAPACITY

The ACS shall be capable of supporting a wide range of configurations. The ACS shall be capable of supporting access control configurations that consist of a single door and one reader to a configuration consisting of a multitude of doors with facilities spanning multiple geographic areas. The ACS shall support an unrestricted number of controllers and interface cards. The ACS shall permit multiple instances of Client Software Applications (CSA) to run simultaneously on the network. The number of instances of CSA shall only be limited by the number of available application licenses. The ACS shall support an unrestricted number of logs and historical transactions (events and alarms) with the maximum allowed being limited by the amount of hard disk space available.

SYSTEM SECURITY

The ACS shall limit what users can view in the configuration database via campuses (database segments). The administrator, who has all rights and privileges, shall be allowed to segment a database into multiple campuses. Users who are given access to a specific campus shall only be able to view entities within the campus they have been assigned.

SERVER SOFTWARE MODULE (SSM)

The SSM shall be fully embedded as part of the IMS. The SSM shall be responsible for receiving, processing and responding to requests from the CSA's and notification to CSA's of available updates. The SSM shall support installation in a distributed environment with the application tier and database tier on separate servers. The SSM shall be capable of running completely in a virtualized environment without third-party software. The SSM shall automatically launch at computer start up, irrespective of whether a user is logged onto the machine or not.

CONFIGURATION INTERFACE

The Configuration Interface shall be fully embedded as part of the IMS. The Configuration Interface shall be the central point of configuration for all the system information and component setup. The Configuration Interface shall support the configuration / management of the following components and workflow:

A. Users
B. Door Controllers (hardware units)
C. Doors
D. Schedules (Including Holiday Schedules)
E. Access rules
F. Cardholder Groups
G. Lockdown Functionality
H. Event Notification Service
I. Alarms Conditions
J. Users & User Groups
K. Scheduled Tasks
L. Custom Events
M. Custom Output Behavior
N. Custom Fields

The Configuration Interface shall be able to run on the same server as the SSM or installed remotely on a separate PC. The Configuration Server shall authenticate users and give access to the ACS based on predefined user access rights and privileges or through the direct integration with Microsoft Active Directory via the Active Directory Sync Service (ADSS).

ACCESS SERVICE

The Access Service shall be fully embedded as part of the IMS. The Access Server shall be the server that synchronizes all hardware units under its control. The Access Server shall also be able to validate and log all access activities and events when the controllers are online. The Access Server shall maintain the communication link with the hardware controllers under its control. It shall also continuously monitor whether the controllers are online or offline. Synchronization of hardware units shall be transparent to users and shall occur in the background.

If communication is lost between the controller and the server, the system shall continue to function at its last downloaded capability and store a minimum of 250,000 transactions in the buffer. Once communication is restored, the records shall be uploaded to the server so that no transactions are lost.

The Access Server shall support doors and controllers located within one or more facilities.
At system start up, the Access Server shall load all the configuration information that is applicable to the units under its direct control. The Access Server shall store all access events associated with the doors and controllers under its direct control.

INTEGRATION SERVICE

The Integration Service shall be fully embedded as part of the IMS. The Integration Service shall enable the connection and data synchronization of the IMS to the following types of external systems:

A. Directory File Monitor and Parsing
B. Direct ODBC Connection

The Integration Service shall support multiple data connections executed in sequential order to accommodate consolidation of identity information from multiple databases into one single IMS. The Integration Service shall be able to run on the same server as the SSM or installed remotely on a separate PC or server for optimized performance.

CLIENT SOFTWARE APPLICATION (CSA)

The CSA shall be fully embedded as part of the IMS. The Client Software Application (CSA) shall provide the user interface for Credentialing, Privilege Management, Activation / Deactivation, Visitor Management and Monitoring. The CSA shall be Windows based and provide an easy-to-use graphical user interface (GUI).

The CSA shall perform functions without interfering with any of the Access Service operations (for example, responding to access requests, logging ACS events, etc.).

The CSA shall support multiple forms of IP network connectivity, including LAN, WAN and VPN technologies. The CSA shall be able to log into the ACS from a remote site.

The CSA shall provide an authentication mechanism, which verifies the validity of the user. As such, the administrator (who has all rights and privileges) can define specific access rights and privileges for each user group in the system. Logging into a CSA shall be done either through IMS user accounts and passwords or using the operators Windows credentials when Active Directory authentication is enabled.

HARDWARE COMPATIBILITY LIST (HCL) OVERVIEW

The ACS shall interface with Mercury powered, IP-enabled hardware access controllers, and interface modules. The ACS shall have use the open architecture Mercury platform that supports the integration of third party IP-based door controllers. Through these door controllers, the ACS shall interface with industry standard access control readers. The ACS will support mixed configurations of Mercury hardware devices and lock hardware. Examples include:

A. Single PoE-enabled Controllers
B. 2 reader Controllers
C. Wireless locks

MICROSOFT ACTIVE DIRECTORY SYNC SERVICE (ADSS)

The ADSS shall support a direct connection to a Microsoft Active Directory server. Active Directory integration shall enable the synchronization of information from the Active Directory server to the IMS.

Active Directory integration shall permit the central management of the IMS users, user groups and cardholders. When enabled, Active Directory shall manage user log on to the CSA's through the user's Windows credentials. Log on to the CSA shall utilize native Active Directory password management and authentication features.

It shall be possible to synchronize the following IMS entities and their information from Active Directory to the IMS:

A. Users (user-name, first and last names, email address, and more)
B. User groups (user group name, description, and group email address)
C. Cardholders (first and last names, description, email, and more)
D. When enabled, the addition, removal, or suspension of a user's account in Active Directory shall result in the creation, modification, or disabling of the equivalent user account in the IMS as well as removal of the individual's name as a person able to be visited in the Visitor Management System.
E. When enabled, the addition, removal, or suspension of a user's account in Active Directory shall result in the creation or disabling of the equivalent cardholder account in the IMS.
F. System Supported synchronization methods for additions, modification, and disabling of synchronized entities shall include:
    I. Manual synchronization
    II. Scheduled synchronization

USER AND USER GROUP MANAGEMENT

The ACS shall support the configuration and management of users and user groups. A user shall be able to add, delete, or modify a user or user group if he has the appropriate privileges.

Common access rights and privileges shared by multiple users shall be defined as User Groups. Individual group members shall inherit the rights and privileges from their parent user groups.

IDENTITY & CREDENTIAL MANAGEMENT

The ACS shall support the configuration and management of credentials, i.e. access cards and keypad PIN numbers. A user shall be able to add, delete, disable, or modify a credential if he has the appropriate privileges.

The ACS and badging system must be fully integrated together. If a user is re-issued a credential, their old badge must be automatically deactivated in the ACS system as soon as a new badge is issued.

The system must offer a badging interface to read smartcard and Mifare card numbers into the database during the badge issuance process, eliminating a manual card number enrollment process. User shall be able to add Custom Fields (user-defined fields) to credentials. Creating a new credential shall be accomplished either manually or automatically.

Automatic creation shall allow the user to create a credential entity by presenting a credential to a selected reader. The ACS shall read the card data and associate it to the credential entity. It shall be possible to automatically enroll any industry standard card format.

A downtime offline solution for printing credentials shall be offered to allow personnel to send a print job directly to a cloud based print service if needed. Manual creation shall allow the user to select the type of credential to create and to enter the data manually.

A custom card format feature shall allow the administrator to add additional custom card formats using an intuitive tool within the Configuration UI. The custom card format tool shall be flexible in the following ways:

A. Once enrolled, new custom card formats shall appear in the card format lists for manual card enrollment.
B. An unrestricted number of additional custom card formats can be added.

Batch enrollment of credentials shall be supported.

BADGE DESIGNER

The badge Designer shall allow the creation of multiple badge templates that define the content and presentation format of a cardholder badge to be printed. Badge template shall be related to entity type. Badges production shall be capable of printing to one or more printers located locally or on the network and printing shall occur automatically based on rules defined within the IMS.

Badge production shall consist of selecting the credential or entity type, the badge template (when applicable), and clicking print. Badge designer software shall be capable of designing badges for all entity types (card users, employees, contractors, visitors, etc.) within the same location.

The contents of a badge template must include:

A. The cardholder’s first name
B. The cardholder’s last name
C. The cardholder’s picture
D. Custom fields
E. Bitmap graphics
F. The name of the cardholder’s credential
G. Lines and rectangles
H. Dynamic text labels linked to custom fields
I. Static text labels
J. Barcodes (Code 39, Code 128, PDF417, EPIC and others)

Copy and paste of badge template objects shall be available from one design to another. It shall be possible to set the border thickness, border color, and fill color of badge objects (content). It shall be possible to set the color of text labels. It shall be possible to easily reorder the layer levels (bring forward, send to back, etc.) Settings such as object transparency, text orientation, and auto-sizing of text shall be available or transparent to the user. Standard portrait and landscape badge formats, custom card sizes and dual-sided badges shall be supported. A badge template import and export function shall be available to allow the sharing of badge templates between distinct or independent ACS. Fields must be interchangeable between static and dynamic. Fields (including custom fields) and information must be automatically pulled from the IMS database.

ID BADGE SYSTEM HARDWARE

The ID Card Printers must:

A. Print in full color.
B. Print on both sides of the card in a single print sequence.
C. Contain a single-wire contactless smart card encoder capable of reading an encrypted Mifare card and sending the card information back to the access database.
D. Have at least a 100-card input hopper.

The ID Camera Package must:

A. Include a camera with Zoom capability
B. Include a photo backdrop
C. Include a camera tripod

DOOR MANAGEMENT

The ACS shall support the configuration and management of doors. A user shall be able to add, delete, or modify a door if he has the appropriate privileges. The ACS shall permit multiple access rules to be associated to a door.

The ACS shall support the following forms of authentication:

A. Card Only
B. Card or Keypad (PIN)
C. Card and Keypad (PIN)

IN / OUT

The ACS shall support in/out functionality. When an “out” situation is detected, an associated “out” event shall be triggered in the ACS. The ACS shall have reporting capability of an “onsite list”. In the event of an emergency, the onsite list shall be easily printable or emailed for the purpose of verifying who may still be left inside the building. The ACS shall track people using the card readers within the building to actively show the last location a person passed through. The ACS shall track visitors who are issued credentials in the same manner.

SCHEDULE MANAGEMENT

The ACS shall support the configuration and management of schedules. A user shall be able to add, delete, or modify a schedule if he has the appropriate privileges.

ACCESS RULE MANAGEMENT

The ACS shall support the configuration and management of access rules. A user shall be able to add, delete, or modify an access rule if he has the appropriate privileges.

An access rule shall be associated to a door side (entry or exit reader) or door (both entry and readers), area. It shall be possible to create and unlimited number of access rules per door, area, or elevator floor.

Access rules shall determine whether a cardholder or cardholder group shall be granted or denied access based on a schedule. Once an access rule is created, the user shall associate the access rule to a door side, door, area, or elevator floor.

It shall be possible to program an access rule throughout the entire system.

An access rule shall be assignable to multiple door controllers. Separate access rules shall not be required if the same rule applies to several independent controllers.

The ACS shall support the viewing and/or configuration of the following properties for an access rule:

A. Access rule name
B. Access rule description
C. Schedule when the rule is active
D. Permissions when rule is active (grant or deny access)
E. Cardholders and cardholder groups affected by the rule

REPORT GENERATION

The ACS shall support report generation (database reporting). Quick access to all current reports shall be possible through web links. The ACS shall support both static and custom reports. Report generation shall not result in any degradation of system performance. Reports shall be fully web based and accessible to the network.

SCHEDULED TASKS

The ACS shall support scheduled tasks. Scheduled tasks shall be executed on a user-defined schedule at a specific day and time. Recurring or periodic scheduled tasks shall also be supported. Scheduled tasks shall support standard actions available within the ACS such as sending an email or creating a delimited text file.

CUSTOM FIELDS

The ACS shall permit the creation of custom fields. Unlimited custom fields shall be supported.

VISITOR MANAGEMENT

As described above, the IMS must include the ability to activate a Visitor Management System (VMS) embedded in the CSA capable of tracking visitors in and out of the building.

The system must also be able to activate and deactivate access control cards and assign them to an area, zone, or access level at the same time as the visitor is checked into the system. The area, zone, or access level the visitor is being checked into cannot be tied to a particular card at all times. The system must be versatile enough to later reassign the same card to a different visitor with different zone access credentials.

The VMS must be capable of scanning a driver's license, PDF417 barcode, magstripe, & EPIC barcode utilized by the MS Dept. of Homeland Security's Regional Response Teams and populating the system with the subsequent data.

The VMS must be capable of unlimited amounts of cross checking the National Sex Offender Database with the scanned driver's license at no additional cost to the customer.

The VMS must have a process for pre-approving visitors before their arrival.

The VMS must have multi-level "ban" functionality. The ban functionality should include locations, persons, and/or all entities. Upon a banned visitor attempting to check in, or a pre-approved visitor checking in, the VMS must have the capability to send a notification to pre-determined individuals.

The VMS must include the ability to take a visitor's picture and store it with the visitor record.

The VMS must be capable of functioning in "Offline Mode" when it loses connection to the Network or SSM. The VMS must be able to track contractors, temporary employees, and permanent employees, as well as visitors through an Onsite List. It must be able to generate a report or email a list of all people on the Onsite List with a click of a button.

The VMS Onsite List must be able to integrate with the ACS "onsite list". In the event of an emergency, this list shall be easily emailed or printed for mustering purposes.

The system must provide the ability to associate specific visit purposes with visit action types (check-in, check-out, etc…) in order to reduce keystrokes and search time for system users.

The VMS Client must have an auto-update feature to automatically update when the server is updated.

The ACS shall have the option to give visitors cards which will work on designated doors at the time of check in. The cards shall not work until a visitor is checked in and assigned the appropriate access areas. When a visitor leaves and checks out, or if a visitor leaves campus with

the card and is manually checked out, the card shall be inactive. This process of turning a card on/off shall be automatically controlled through the Visitor Manager CSA.

CARD READERS

Multi-technology card readers are required. Supported card formats should include MOCA, BadgePass, Schlage, XceedID, MIFARE, HID Proximity protocols, GE/CASI, ProxLite, AWID Proximity, LenelProx, etc.

Reader must have

A. A read range of up to 4.5" or better
B. Environmental protection for indoor or outdoor placement
C. Security Key Management
D. UL Listing
E. Mullion mount available
F. Mini-mullion sizes (smaller read range), where approved for install

Readers must be PIV compliant.

DOOR HARDWARE

Grandview School District has a variety of door hardware that may need to be replaced or retrofitted. Interested responders will be provided the opportunity to visit the sites prior to submitting a bid.

GENERAL CODES AND STANDARDS

All work shall comply with the applicable codes and standards as issued by NEC, ANSI/EIA/TIA, BISCI, IEEE, UL and NFPA.

The complete system installed at each location shall meet all applicable Fire Codes for exiting the building.

VIDEO SECURITY COMMUNICATION SYSTEM (VSCS)

General Description:

A. System will be Installed separately from conventional general-purpose internal communications systems, the IS system shall be used as a video door entry system, and access control system as scheduled, indicated or required.
B. The system shall be comprised of IP direct masters and video door stations.
C. A full range of control unit functions, including basic conversation, shall be capable: call forwarding, scan monitoring as indicated or required.
D. Types of sub stations: vandal resistant, flush mount as scheduled, indicated or required.

E. The IS system shall be used in combination with door access control. This creates a more effective security communication system and ensures a higher level of safety, security, and convenience in each application.

System Capacity: Refer to schedule and drawings for required components.

A. IP System:
    1. 32 IP units per system (IS-IPMV, IS-IPDV, IS-IPDVF, and PC master station (IS-SOFT))

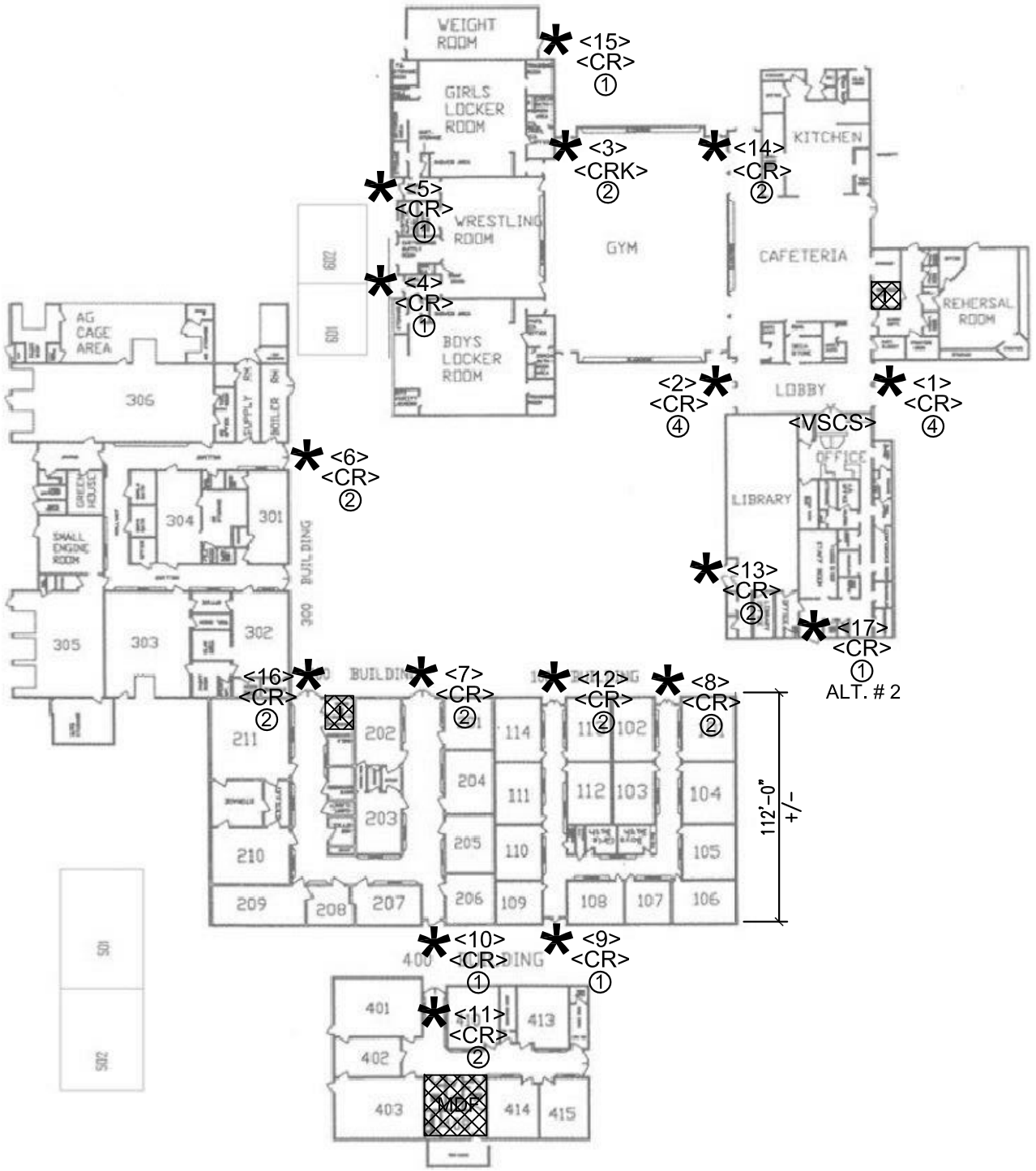
System Capability:

A. Master Station Flexibility:
    1. Pan-tilt zoom and wide video monitoring function.
    2. Master station with 3.5 inch display for operation and video monitoring.
    3. Hands-free or handset audio communication.

System Functions:

A. Call-Related Functions:
    1. Video Door Station Call: A designated group of up to 20 master stations can be called from any video door station; any designated master can answer the call. 170 degrees view from the door station camera can be viewed from the master station, and zoom and pan/tilt operations are functional.
    2. Group Call/All Call: A designated group of up to the full capacity of the system with any mix of master stations and door stations can be called from a master station. System needs to be pre-programmed to function.
B. Transfer-Related Function:
    1. Call (Communication) Transfer: A master station can transfer a conversation to any master station within the system.
C. Call Forwarding-Related Functions:
    1. Call Forwarding: Incoming calls can be automatically forwarded to another receiving station. The receiving station number can be registered at the original forwarding station.
    2. Time-Based Call Forwarding: All incoming calls to the original station can be automatically rerouted to a designated master station during a specific period of the day.
    3. No Answer Call Forwarding: Calls to the original station are automatically rerouted to a designated receiving station if the called party does not respond within a preset period of time.
D. Monitoring-Related Functions:
    1. Monitoring: Any door, room or substation can be monitored from a master station. A master station can also disable this function if monitoring is not necessary.
    2. Scan Monitoring: Any pre-programmed door stations or room sub stations (Maximum 20) can be scan monitored.

END OF SECTION 275000



LEGEND

* <#><RFID> = ACS DOOR(S) + ACS # + RFID TYPE: CARD READ (CR) CARD READ + KEYPAD (CRK)

(#) = NUMBER OF DOOR LEAFS PER ACS

<VSCS> = VIDEO SECURITY COMM. SYSTEM & ALL OTHER SPECIFIED ACS & IMS ITEMS LOCATION

= EXISTING MDF OR IDF ROOM

GRANDVIEW HIGH SCHOOL ACCESS CONTROL PLAN NORTH ↖ SCALE: NTS

PROJECT MANAGEMENT

KEI

REVISION TABLE

NO.	DATE	DESCRIPTION

GRANDVIEW SCHOOL DISTRICT ACCESS CONTROL PROJECT

GRANDVIEW SCHOOL DISTRICT
913 W 2nd Street
GRANDVIEW, WA 98930

PROJ. NO.	2013K008
DRAWN	
CHECKED	LAW
DATE	JULY 09, 2013

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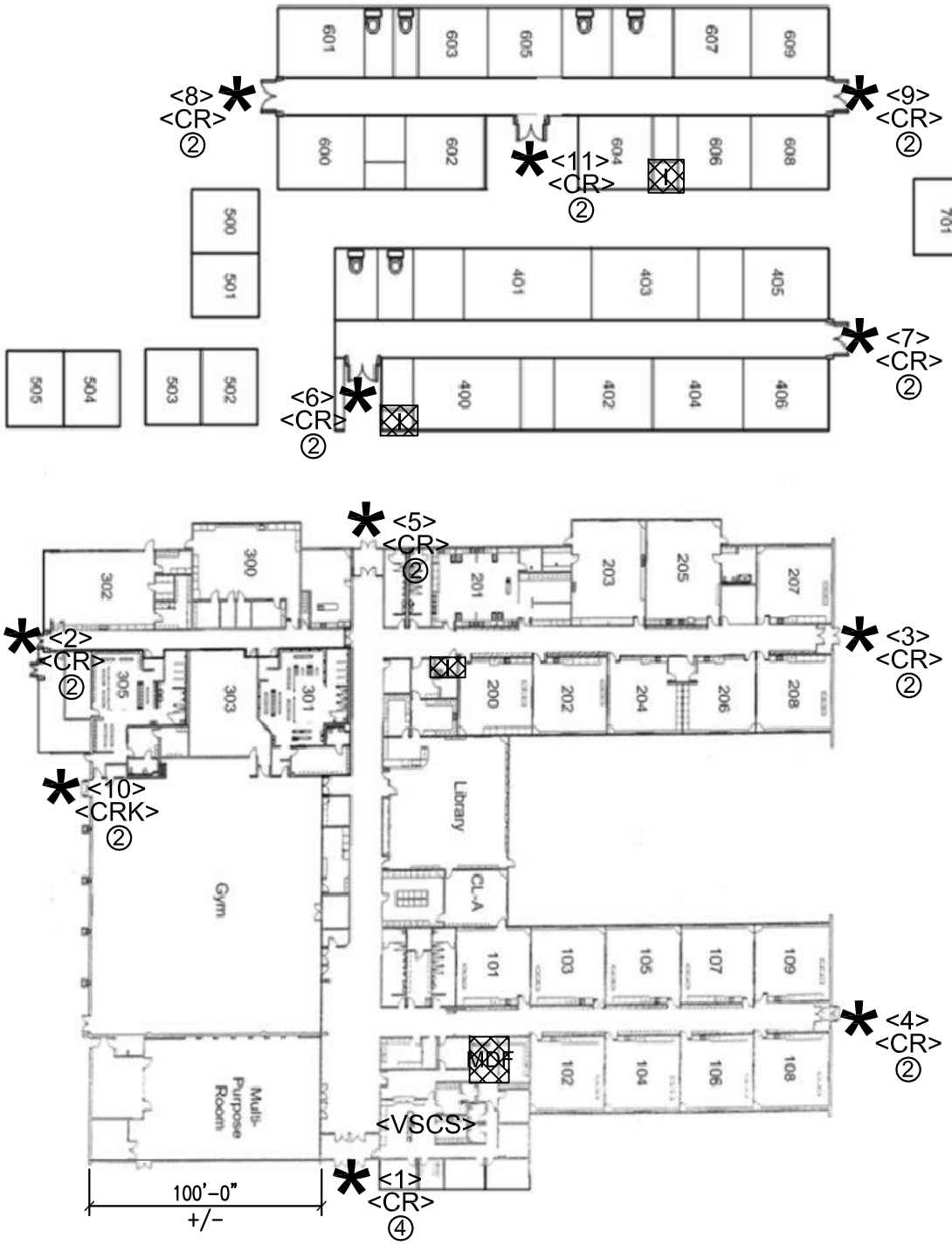
HSACD

SHEET OF



GRANDVIEW MIDDLE SCHOOL ACCESS CONTROL PLAN NORTH ↑ SCALE: NTS

PROJECT MANAGEMENT
KEI

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CHECKED	LAW
DATE	JULY 09, 2013

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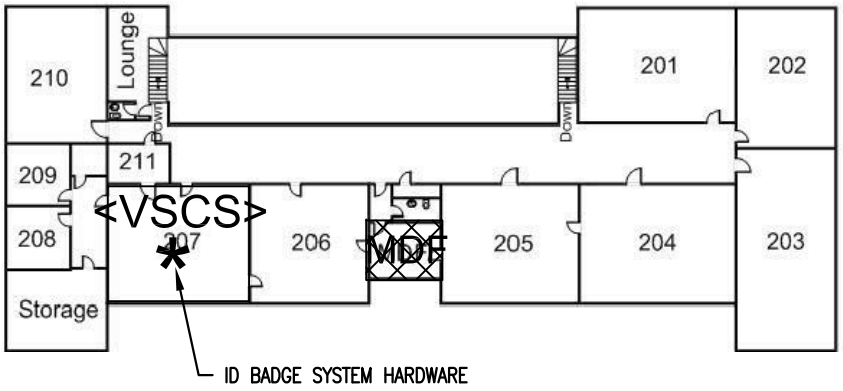
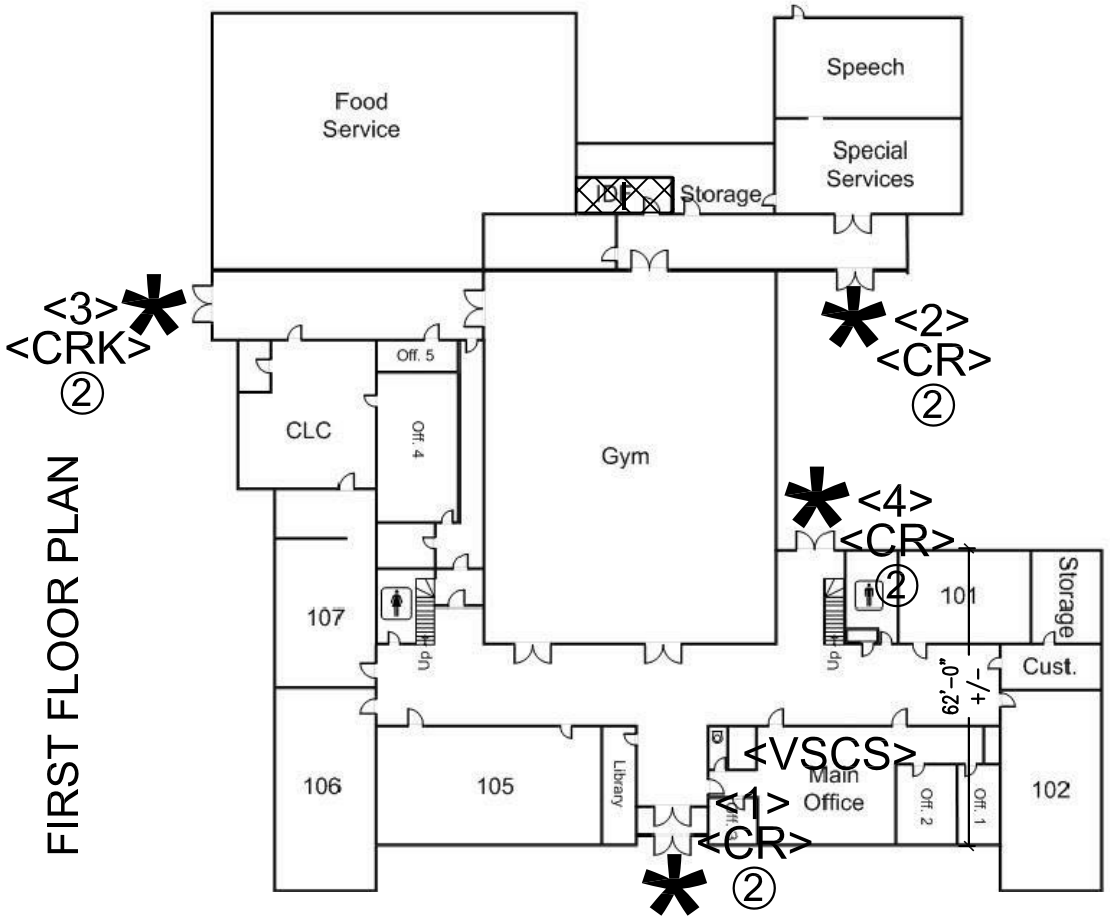
SECOND FLOOR PLAN



FIRST FLOOR PLAN



COMPASS HIGH SCHOOL ACCESS CONTROL PLAN NORTH ↑ SCALE: 1:40

LEGEND

* <#><RFID> = ACS DOOR(S) + ACS # + RFID TYPE: CARD READ (CR) CARD READ + KEYPAD (CRK)

(#) = NUMBER OF DOOR LEAFS PER ACS

<VSCS> = VIDEO SECURITY COMM. SYSTEM & ALL OTHER SPECIFIED ACS & IMS ITEMS LOCATION

= EXISTING MDF OR IDF ROOM

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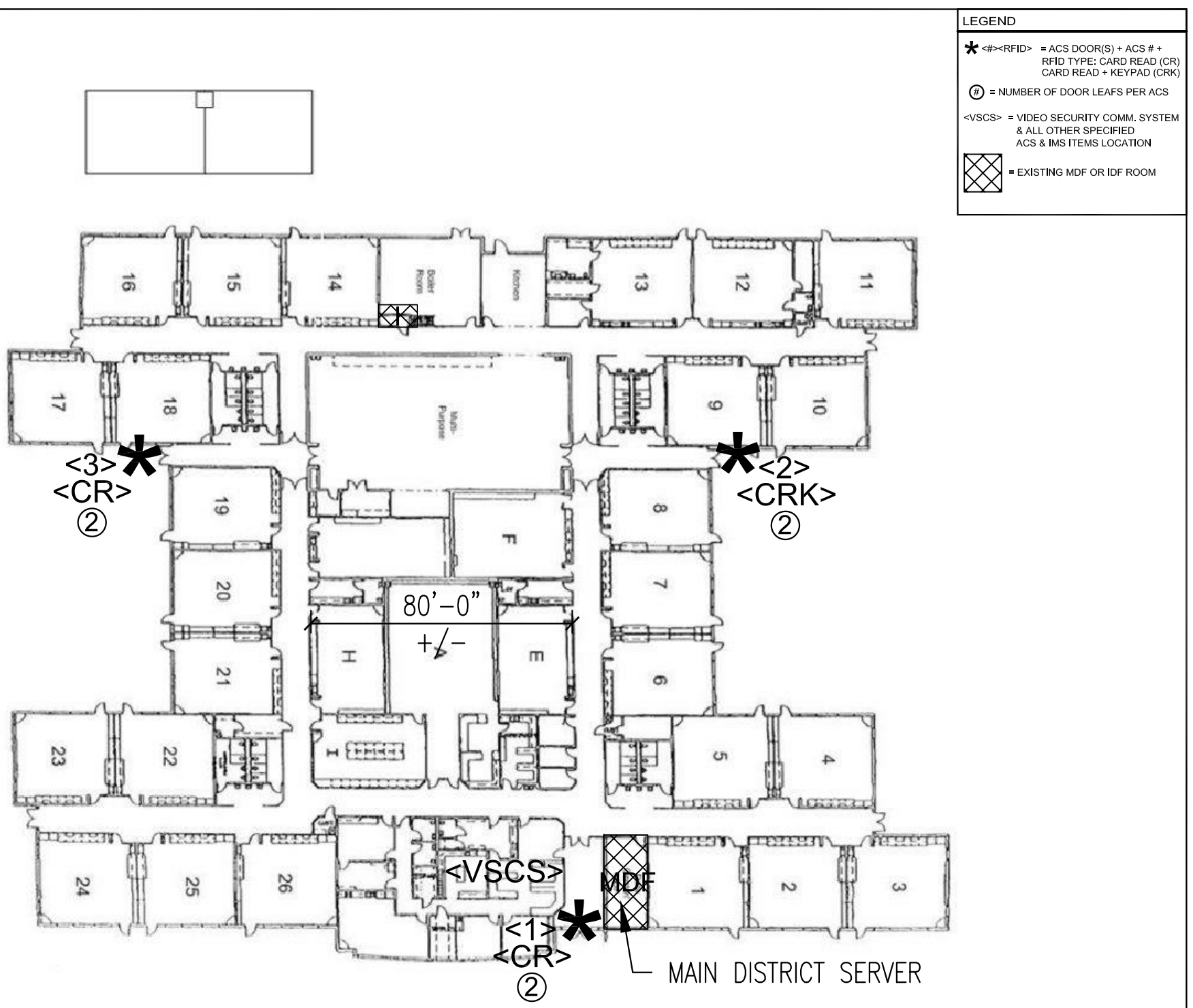

HARRIET THOMPSON ELEMENTARY SCHOOL ACCESS CONTROL PLAN NORTH ↑ SCALE: 1:40

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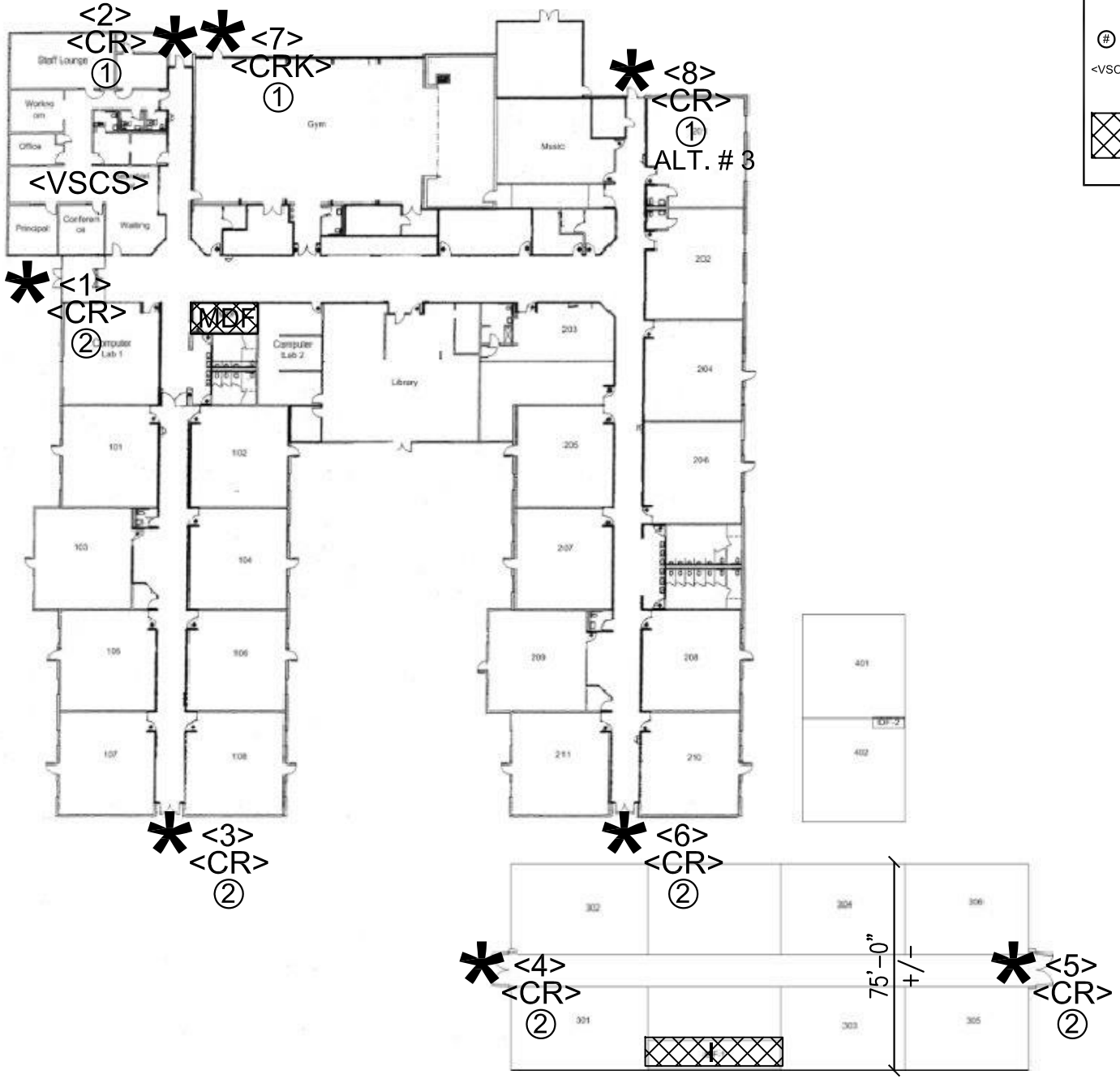

LEGEND

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= EXISTING MDF OR IDF ROOM

SMITH ELEMENTARY SCHOOL ACCESS CONTROL PLAN

NORTH ↑

SCALE: NTS

PROJECT MANAGEMENT

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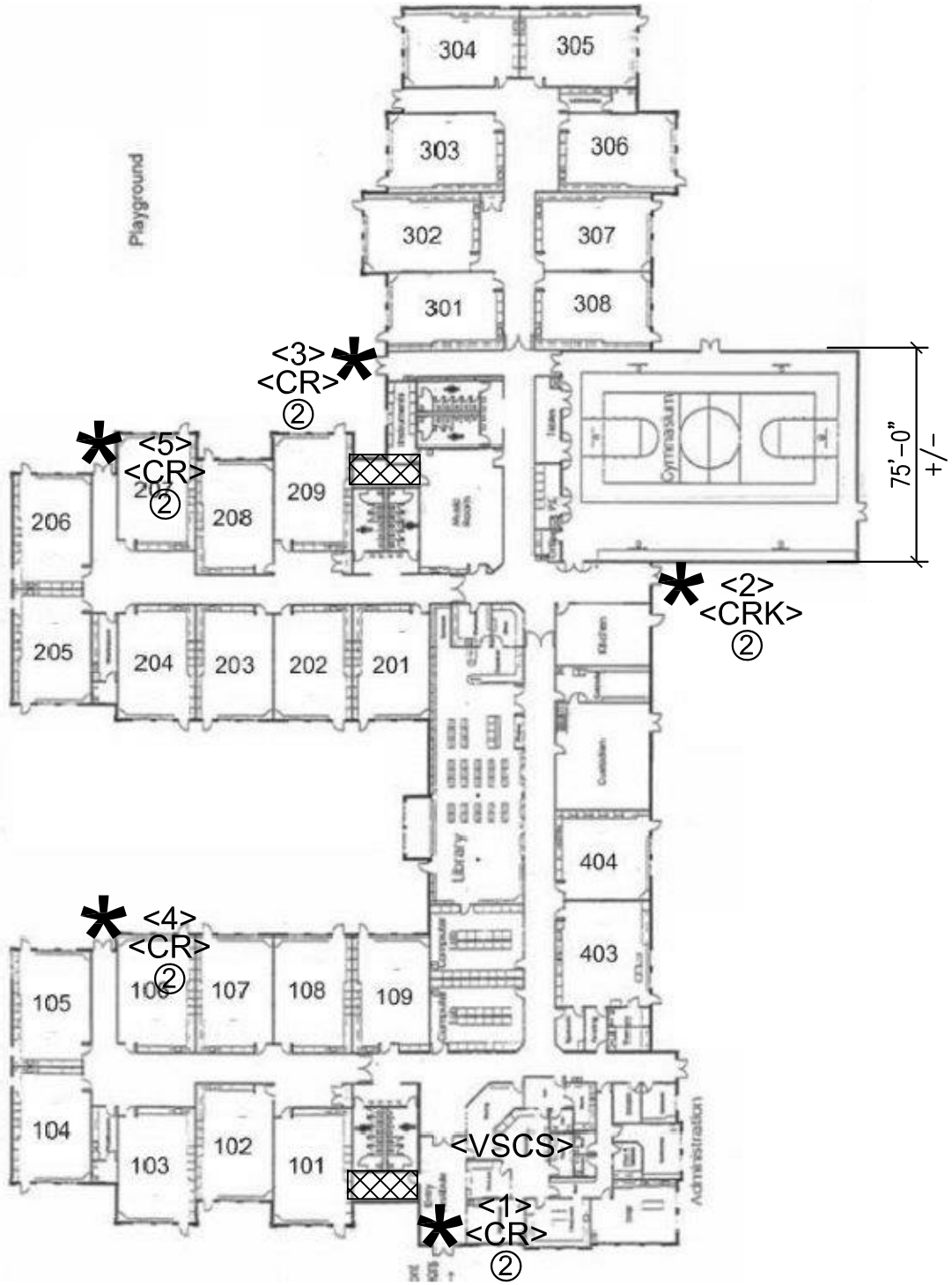

LEGEND

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McCLURE ELEMENTARY SCHOOL ACCESS CONTROL PLAN

NORTH ↑

SCALE: NTS

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