LONGVIEW SCHOOL DISTRICT HVAC AND INDOOR AIR QUALITY IMPROVEMENTS

BID SET
VOLUME 1 OF 1
DIVISIONS 00 THROUGH 33

CLIENT AGENCY:
LONGVIEW PUBLIC SCHOOL
2715 LILAC ST.
LONGVIEW, WA 98632

PREPARED BY:

INTEGRUS
A COLLABORATION OF YGH & INTEGRUS ARCHITECTURE

117 SOUTH MAIN ST. #100
SEATTLE, WA 98104
INTEGRUS PROJECT NO. 22220.00

JUNE 02, 2023

VOLUME 1

000110 TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

001113 ADVERTISEMENT FOR BIDS
002113 INSTRUCTIONS TO BIDDERS
004100 BASE BID PROPOSAL FORM
005200 AGREEMENT FORM - AIA DOCUMENT A104-2017

DIVISION 01 - GENERAL REQUIREMENTS

011000 SUMMARY
012000 PRICE AND PAYMENT PROCEDURES
012500 SUBSTITUTION PROCEDURES
012500A SUBSTITUTION REQUEST FORM
012600 CONTRACT MODIFICATION PROCEDURES
013100 PROJECT MANAGEMENT AND COORDINATION
013115 COMMUNICATION
013119 PROJECT MEETINGS
013216 CONSTRUCTION PROGRESS SCHEDULE
013300 SUBMITTAL PROCEDURES
013300A CONSENT FOR RELEASE OF ELECTRONIC MEDIA
014000 QUALITY REQUIREMENTS
015000 TEMPORARY FACILITIES AND CONTROLS
016000 PRODUCT REQUIREMENTS
017005 EXECUTION
017700 CLOSEOUT PROCEDURES

DIVISION 02 – DIVISION 22

NOT USED

DIVISION 23 - HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

230593 TESTING, ADJUSTING, BALANCING FOR MECHANICAL

END OF SECTION

DIVISION 00

PROCUREMENT AND CONTRACTING REQUIREMENTS

ADVERTISEMENT FOR BID

Bids will be accepted for the following project:

PROJECT NO.:	2023-XX
TITLE:	Longview School District HVAC Testing and Balancing Project
AGENCY:	Longview School District No. 122
ABBREVIATED PROJECT DESCRIPTION:	HVAC Testing and Balancing Work including (8) locations in the District.
SUBMITTAL TIME/DATE/LOCATION:	**Prior to 2:00 P.M., Wednesday, June 21st, 2023. Bids will be accepted @ Longview School District MOTF Office ATTN: Barbara Howe 2080 38th Avenue Longview, WA 98632**
BY:	Longview School District No. 122 Barbara Howe

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

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

Please direct questions regarding this project to the office of the project representative, Sara Wilder at Integrus Architecture, 117 South Main Street, Seattle WA, telephone (206) 628-3137, email: swilder@integrusarch.com

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

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

INSTRUCTIONS TO BIDDERS

1.01 DEFINITIONS

A. All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

B. "**Addenda**" are written or graphic instruments issued by the Architect or the Longview School District prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections. The contents of Addenda are issued in no particular order and therefore should be carefully and completely reviewed. Addenda relating to administrative matters, such as, for example, the date or time of meetings or Bid receipt, may be issued in writing by fax, mail or other delivery.

C. An "**Alternate Bid**" (or "**Alternate**") is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted by the Longview School District.

D. "**Award**" means the formal decision by the Longview School District notifying a Bidder with the lowest Responsive Bid of the Longview School District's acceptance of the Bid and intent to enter into a contract with the Bidder. A contract is only formed upon execution of the contract, and not simply by Award.

E. The "**Award Requirements**" include the following statutory requirements as a condition precedent to Award. The lowest Responsive Bidder shall:

(1) have a certificate of registration in compliance with RCW 18.27;

(2) have a current state unified business identifier number;

(3) if applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW;

(4) have an employment security department number as required in Title 50 RCW;

(5) have a state excise tax registration number as required in Title 82 RCW;

(6) not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations);

(7) if bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under RCW 49.04 for the one-year period immediately preceding the date of the Bid solicitation;

(8) have received training on the requirements related to public works and prevailing wages under chapters 39.04 and 39.12 RCW, or be exempt from such training requirements if the Bidder has completed three or more public works projects and has had a valid business license in Washington for three or more years; and

(9) within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

Further, under revised RCW 39.04.350, if the Bidder has a history of receiving monetary penalties for not achieving the apprentice utilization requirements pursuant to RCW 39.04.320, or is habitual in utilizing the good faith effort exception process, the bidder must submit an apprenticeship utilization plan within ten business days immediately following the Longview School District's notice to proceed.

F. The "**Base Bid**" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

G. A "**Bid**" is a complete and properly signed proposal to do the Work or designated portion thereof, submitted in accordance with the Bidding Documents, for the sums therein stipulated and supported by any data called for by the Bidding Documents.

H. A "**Bidder**" is a person or entity who submits a Bid for a prime contract with the Longview School District for the Work described in the Contract Documents.

I. The "**Bidding Documents**" include the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid form, any other sample Bidding and contract forms, the Bid Bond, and the Contract Documents, including any Addenda issued prior to receipt of Bids.

J. The "**Contract Documents**" for the Work consist of the Agreement Between Owner and Contractor, the General Conditions of the Contract (as well as any Supplemental, Special or other Conditions included in the Project Manual), the Drawings, the Specifications, and all Addenda issued prior to, and all modifications issued after, execution of the Contract.

K. The "**Owner**" is the Longview School District No. 122.

L. To be considered "**Responsible**" or meet "**Responsibility**" requirements, a Bidder must meet the following supplemental criteria applicable to this Project to the satisfaction of the Architect and the Longview School District:

(1) The ability, capacity, and skill to perform the Contract;

(2) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;

(3) Whether the Bidder can perform the Contract within the time specified;

(4) The previous and existing compliance by the Bidder with laws relating to the Contract;

(5) The quality of performance of previous contracts, including demonstration of successful completion of three (3) similar projects of equal or greater size, scope and value in the last five (5) years;

(6) The designated Project Manager shall have a minimum of three (3) years of successful experience in project management and scheduling of projects of similar scope and complexity;

(7) The designated Superintendent shall have a minimum of five (5) years of successful supervision of projects of similar scope and complexity;

(8) Any other qualifications required by the Contract Documents or Bidding Documents; and

(9) Such other information as may be secured having a bearing on the decision to award the contract.

M. A "**Sub-bidder**" is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

N. A "**Unit Price**" is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services as described in the Bidding Documents or in the Contract Documents. The Longview School District reserves the right to reject at any time, without impairing the balance of the proposal, any or all such predetermined unit prices.

1.02 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

A. BIDDING DOCUMENTS. The Bidder has read and understands the Bidding Documents, and its Bid is made in accordance with them.

B. POSSIBLE SELF-PERFORMED WORK REQUIREMENT. The Bidder will perform *with its own forces* at least that percentage (if any) of the Work required by the Bidding Documents or the Contract Documents.

C. PRE-BID MEETING. The Bidder has attended any pre-bid meeting(s) required by the Bidding Documents.

D. BASIS. Its Bid is based upon the materials, systems, services, and equipment required by the Bidding Documents, without exception.

E. EXAMINATION. The Bidder has carefully examined and understands the Bidding Documents, the Contract Documents (including, without limitation, any liquidated damages and insurance provisions), and the Project site, including any existing buildings, it has familiarized itself with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the Contract Documents and it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents. The Bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, disposal, handling and storage of materials, equipment and other items; availability and quality of labor, water, electric power and utilities; availability and condition of roads; climatic conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Bidder fully to acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the Work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents.

F. PROJECT MANUAL. The Bidder has checked its copies of the Project Manual with the Table of Contents bound therein to ensure the Project Manual is complete.

G. SEPARATE WORK. The Bidder has examined and coordinated all Drawings, Contract Documents, and Specifications for any other contracts to be awarded separately from, but in connection with, the Work being bid upon, so that the Bidder is fully informed as to conditions affecting the Work under the contract being bid upon.

H. LICENSE REQUIREMENTS. Bidders and their proposed Subcontractors shall be registered and shall hold such licenses as may be required by the laws of Washington, including RCW 18.27, for the performance of the Work specified in the Contract Documents.

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

1.03 BIDDING DOCUMENTS

A. COPIES

1. **Deposit.** Bidders may obtain electronic copies of the Bidding Documents from the issuing office and from any other locations designated in the Advertisement or Invitation to Bid. Bidders that desire paper copies may have the electronic copies reproduced at the Bidder's expense.

2. **Sub-bidders.** Bidding Documents will not be issued directly to Sub-bidders or others unless specifically offered in the Advertisement or Invitation to Bid.

3. **Complete sets.** Bidders shall use complete sets of Bidding Documents in preparing Bids and are solely responsible for utilizing established plan holder identification processes to obtain updated bid information; neither the Longview School District nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete and/or superseded sets of Bidding Documents. Printed copies of plans take precedence over any on-line images.

4. **Conditions.** The Longview School District and/or the Architect make copies of the Bidding Documents available on the above terms only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use.

5. **Legible Documents.** To the extent any drawings, specifications, or other Bidding documents are not legible, it is the Bidder's responsibility to notify the Longview School District and the Architect and to obtain legible documents from the plan center.

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. **Format.** The Contract Documents may be divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in or phases of the Project.

2. **Notify Owner and Architect.** Bidders and Sub-bidders shall promptly notify the Longview School District and the Architect in writing of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents or of the site and local conditions. All Bidders and Sub-bidders shall thoroughly familiarize themselves with specified products and installation procedures and submit to the Longview School District and the Architect any objections (in writing) no later than seven (7) calendar days prior to the Bid Date. The submittal

of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.

3. **Written request.** Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven (7) calendar days prior to the date for receipt of Bids.

4. **Addenda.** Any interpretation, correction or change of the Bidding Documents will be made by written Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

5. **Singular references.** Reference in the singular to an article, device, or piece of equipment shall include as many of such articles, devices, or pieces as are indicated in the Contract Documents or as are required to complete the installation.

6. **Utilities and runs.** The Bidder should assume that the exact locations of any underground or hidden utilities, underground fuel tanks, and any plumbing and electrical runs may be somewhat different from any location indicated in the surveys or Contract Documents.

7. **Division of Contract Documents.** The Contract Documents may be divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in of phases of the Project.

C. SUBSTITUTIONS

1. **Standard.** The materials, products, procedures and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality that must be met by any proposed substitution.

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

3. **Addendum.** If the Architect approves a proposed substitution prior to receipt of Bids, the approval will be set forth in a written Addendum. Bidders shall not rely upon approvals made in any other manner. Substitution request forms returned by the Architect are a courtesy only, and Bidders/Sub-bidders shall rely solely on substitution approvals listed in an Addenda.

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

D. ADDENDA

1. **Written.** All Addenda will be written. They will be mailed, emailed, faxed delivered, and/or posted electronically with notice to those the Architect knows to have registered with the Architect as a Bidder.

2. **Copies.** Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3. **Verification and acknowledgment of receipt.** Prior to bidding, each Bidder shall ascertain that it has received all Addenda issued. Each Bidder shall acknowledge its receipt of all Addenda in its Bid.

1.04 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

1. **Form.** Bids (including any required attachments) shall be submitted on forms identical to the form included with the Bidding Documents. Bids on different forms may be rejected. No oral, email, or telephonic responses or modifications will be considered to be Bids.

2. **Entries on the Bid form.** All blanks on the Bid form shall be filled in by typewriter or manually in ink.

3. **Words and figures.** Where so indicated by the makeup of the Bid form, sums shall be expressed in both words and figures; in case of discrepancy between the two and regardless of any statement to the contrary on the Bid form, *the amount written in figures shall govern and the words shall be used to determine any ambiguities in the figures*. Portions of the Bid form may require the addition of component bids to a total or the identification of component amounts within a total. In case of discrepancy between component amounts listed and their sum(s), the component amounts listed shall govern.

4. **Initial changes.** Any interlineation, alteration or erasure must be initialed by an authorized representative of the Bidder.

5. **Alternates and Unit Prices.** All requested Alternates and unit prices should be bid. The Longview School District reserves the right, but is not obligated, to reject any Bid on which all requested Alternates or unit prices are not bid. If no change in the Base Bid is required for an Alternate, enter "*No Change.*" If there is no entry, it will be presumed that the Bidder has made no offer to accomplish this Alternate. If it is not otherwise clear from the Bid or nature of the Alternate, it will be presumed that the amount listed for an Alternate is an add rather than a deduct.

6. **No conditions.** The Bidder shall make no conditions or stipulations on the Bid form nor qualify its Bid in any other manner.

7. **Identity of Bidder.** The Bidder shall include in the specified location on the Bid form the legal name of the Bidder and, if requested, a description of the Bidder as a sole proprietor, a partnership, a joint venture, a corporation (including the state of incorporation), or another described form of legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder, and provide other information requested.

8. **Bid amounts do not include sales tax.** The Bid shall include in the sum stated all taxes imposed by law, EXCEPT STATE AND LOCAL SALES TAX ON THE CONTRACT SUM.

9. **Bid breakdown.** The Bid form may contain, for the Longview School District's accounting purposes only, a breakdown of some or all of the components included in the Base Bid.

B. POTENTIAL LISTING OF SUBCONTRACTORS

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

   (a) HVAC (heating, ventilation and air conditioning),

   (b) plumbing as described in RCW 18.106,

   (c) electrical work as described in RCW 19.28,

   (d) structural steel installation,

   (e) rebar installation, and

   (f) any other categories of Work listed on the Subcontractor listing form(s).

   TIMING: The listing of HVAC, plumbing, and electrical subcontractors shall occur within one hour of the published bid submittal time. The listing of structural steel installation and rebar installation subcontractors shall occur within forty-eight hours of the published bid submittal time. The listing of any other categories of Work listed on the Subcontractor listing form(s) shall occur as indicated on such forms or as otherwise described in the bidding documents.

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

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

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

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

2. **Failure to Submit.** In accordance with RCW 39.30.060, failure of a Bidder to submit the names of such proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation, and rebar installation Subcontractors or to name itself to perform such Work or the naming of two or more Subcontractors to perform the same Work in the time periods described above shall render the Bidder's Bid nonresponsive and, therefore, void.

3. **Requirement to Subcontract.** The Bidder, if awarded the Contract, will subcontract with the listed Subcontractor for performance of the portion of the Work designated on the Form of Proposal, subject to the provisions of the Contract for Construction and RCW 39.30.060. The Bidder shall not substitute a listed Subcontractor in furtherance of bid shopping or bid peddling.

4. **Replacement.** If a listed Subcontractor is unable to comply with any bondability, qualification, or other requirements of the Contract or Bidding Documents (including without limitation a finding of Subcontractor non-Responsibility), the Longview School District may require the Bidder to replace the Subcontractor with a Subcontractor acceptable to the Longview School District at no change in the Contract Sum or Contract Time.

5. **Subcontractor Standards.** Subcontractors shall meet contractual and technical qualifications standards, and provide specialized certification, licensing, and/or payment and performance bonding where specified.

C. BID SECURITY

1. **Purpose and procedure.** Each Bid shall be accompanied by a bid security payable to the Longview School District in the form required in the Bidding Documents and equal to five percent (5%) of the Base Bid. The bid security constitutes a pledge that the Bidder will enter into the Contract with the Longview School District in the form provided, in a timely manner, and on the terms stated in its Bid and will furnish in a timely manner the payment and performance bonds, certificates of insurance, Contractor's Construction Schedule, and all other documents required in the Contract Documents. Should the Bidder fail or refuse to enter into the Contract or fail to furnish such documents, the amount of the bid security shall be forfeited to the Longview School District as liquidated damages, not as a penalty. By submitting its Bid and bid security, the Bidder agrees that any forfeiture is a reasonable prediction at the time of Bid submittal of future damages to the Longview School District.

2. **Form.** The bid security shall be in the form of a certified or bank cashier's check payable to the Longview School District or a bid bond executed by a bonding company acceptable to the Longview School District and licensed in the State of Washington on the form included with the Bidding Documents (if any) or on an acceptable and equivalent form. The Attorney-in-Fact who executes the bond on behalf of the surety shall be licensed to do business in the State of Washington and shall affix to the bond a certified and current copy of that person's Power of Attorney.

3. **Retaining Bid Security.** The Longview School District will have the right to retain the Bid Security of Bidders to whom an award is being considered until the earliest of either (a) the Contract has been executed, and payment and performance bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

4. **Return of Bid Security.** Within forty-five (45) days after the Bid Date, the Longview School District will release or return Bid securities to Bidders whose Bids are not to be further considered in awarding the Contract. Bid securities of the three apparent low Bidders will be held until the Contract has been finally executed, after which all unforfeited Bid securities will be returned.

D. SUBMISSION OF BIDS

1. **Procedure.** The Bid, the Bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party specified in the Advertisement or Invitation to Bidders and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "*SEALED BID ENCLOSED*" on the face thereof.

2. **Deposit.** Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of Bids may be opened, retained unopened, or returned (open or unopened), all at the discretion of the Longview School District.

3. **Responsibility.** The Bidder assumes full responsibility for timely delivery at the location designated for receipt of Bids.

4. **Form.** Oral, fax, telephonic, email, electronic, or telegraphic Bids are invalid and will not be considered.

E. MODIFICATION OR WITHDRAWAL OF BID

1. **After receipt time.** A Bid may not be modified, withdrawn or canceled by the Bidder during a forty-five (45) day period following the time and date designated for the receipt of Bids, and each Bidder so agrees by virtue of submitting its Bid.

2. **Before receipt time.** Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn only by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by fax; if by fax, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. The notice shall be worded so as not to reveal the amount of the original Bid. Email notice will not be considered. It shall be the Bidder's sole responsibility to verify that the notice has been received by the Longview School District in time to be withdrawn before the Bid opening.

3. **Resubmittal.** Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4. **Bid security with resubmission.** Bid security shall be in an amount sufficient for the Bid as modified or resubmitted.

F. NOTICE

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

1.05 CONSIDERATION OF BIDS

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

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

C. ACCEPTANCE OF BID (AWARD)

1. **Owner.** The Longview School District intends (but is not bound) to award a Contract to the lowest Responsible and Responsive Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Longview School District has the right to waive any informality or irregularity in any Bid(s) received and to accept the Bid which, in its judgment, is in its own best interests.

2. **Alternates.** The Longview School District shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Contract Documents or Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates (if any) accepted. The Longview School District retains the right to accept Alternate Bid items at the price bid within forty-five (45) days after the Agreement is executed.

3. **Requirements for Award**. Before the Award, the lowest Responsive Bidder shall meet the Award Requirements.

D. BID PROTEST PROCEDURES

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

   Patti Bowen, Executive Director of Business Services
   Longview School District No. 122
   2715 Lilac Street
   Longview, Washington 98632
   pbowen@longview.k12.wa.us

2. **Consideration.** Upon receipt of the written protest, the Longview School District will consider the protest. The Longview School District may, within three (3) business days of the Longview School District's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Longview School District, the Superintendent of the Longview

School District or the Superintendent's designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Longview School District's receipt of the protest. (If more than one (1) protest is filed, the Longview School District's decision will be provided within six (6) business days of the Longview School District's receipt of the last protest.) If no reply is received from the Longview School District during the six (6) business-day period, the protest shall be deemed rejected.

3. **Waiver.** Failure to comply with these protest procedures will render a protest waived.

4. **Condition precedent.** Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

1.06 POST BID INFORMATION

A. INFORMATION FROM APPARENT LOW BIDDER

1. **Submittal.** Within forty-eight (48) hours of the Architect's request, the apparent low Bidder and any other Bidders so requested shall submit the following to the Architect and the Longview School District:

(a) additional information regarding the use of their own forces and the use of subcontractors and suppliers;

(b) a properly executed Contractor's Qualification Statement on the form provided (unless otherwise required to be submitted at the time of the Bid);

(c) a letter or form from the Bidder's insurance company stating that the insurance required by the Contract Documents will become effective upon execution of the Contract;

(d) a letter or form from the Bidder's surety stating that the bond(s) required by the Contract Documents will become effective upon execution of the Contract;

(e) if requested by the Longview School District, a detailed breakdown of the Bid in a form acceptable to the Longview School District;

(f) the names of the persons or entities (including a designation of the Work to be performed with the Contractor's own forces, and the names of those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work;

(g) the proprietary names and the suppliers of the principal items or systems of materials and equipment proposed for the Work;

(h) a State Board of Education Form D-9, if requested; and

(i) a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria of RCW 39.04.350(1)(g).

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

2. **Responsibility.** The Bidder will be required to establish to the satisfaction of the Architect and the Longview School District the reliability and Responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents as well as

qualifications set forth in the Sections of the Project Manual pertaining to such proposed Subcontractor's respective trades. The Responsibility of the Bidder may be judged in part by the Responsibility of these proposed entities. The following will be considered:

- The ability, capacity, and skill to perform the contract;
- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- Whether the Bidder can perform the contract within the time specified;
- The quality of performance of previous contracts;
- The previous and existing compliance by the Bidder with laws relating to the contract; and
- Such other information as may be secured having a bearing on the decision to award the contract.

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

(a) The Bidder does not have sufficient prior experience (or an acceptable substitute thereof, as described below) with projects of a similar nature in technical, managerial, and financial requirements to that in the present Contract being bid. In addition to such established contractors, a newly established contractor may be considered qualified if it has shown on the Contractor's Qualification Statement that it is staffed with sufficient technical, managerial, and financial personnel with prior experience in the nature of construction for which the Bids are invited.

(b) The Bidder does not have sufficient capability to undertake the obligations of the Contract. A determination will be made when the Longview School District's review of the probable cash flow needs of the Bidder for this Project (including payroll, cost of material and supplies, equipment rental costs, and any other direct or incidental costs of the Contract), concludes that the Bidder does not have sufficient financial resources to enable it to satisfy its financial obligations under the Contract.

(c) The Bidder has submitted unrealistic unit prices as determined by other Bidders' unit prices for this Project.

(d) The Bidder does not have sufficient staff, equipment, or plant available to perform the Contract. The Longview School District's determination in this matter will be based upon that represented by Bidder in the Contractor's Qualification Statement.

(e) The Bidder has a history of unsatisfactory performance of contracts of this or similar nature, regardless of whether such contracts existed between the Longview School District and the Bidder, or other parties.

- A determination of this nature will be made if the Longview School District, after review of the Bidder previous work experience, determines that the Bidder's unsatisfactory performance has resulted predominantly from the Bidder's failure rather than a failure to perform by another party. The Longview School District will give the Contractor an opportunity to explain such nonperformance's before any final determination is reached.
- A determination of failure to perform will be made if the Longview School District is satisfied after review of the Bidder's prior experience, that the Bidder has failed to satisfy its obligations under past contracts and the Longview School District cannot safely assume satisfactory performance of the Contract by the Bidder.
- In reaching its determination, the Longview School District may consider statements of other parties to the prior unperformed contracts, as well as the representations of the Bidder on its Contractor's Qualification Statement.

3. **Subcontractors.** The Responsibility of the Bidder may be judged in part by the Responsibility of its Subcontractors. Bidders must verify Responsibility criteria for each first-tier Subcontractor. A Subcontractor of any tier that hires other Subcontractors must verify Responsibility criteria for each of its next lower-tier Subcontractors. Verification shall include that each Subcontractor, at the time of subcontract execution, is Responsible and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87, and can obtain any payment and performance bonds required by the Bidding or Contract Documents.

4. **Request to Modify Criteria**. No later than ten (10) days prior to the Bid Date, a potential Bidder may request in writing that the Longview School District modify the Responsibility criteria listed in clause (2) above or elsewhere in the Contract Documents or the Bidding Documents. The Longview School District will evaluate the information submitted by the potential Bidder and respond before the Bid Date. If the evaluation results in a change of the criteria, the Longview School District will issue an Addendum identifying the new criteria.

5. **Objection.** Prior to the Award of the Contract, the Architect will notify the Bidder in writing if either the Longview School District or the Architect, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder, and the Longview School District will provide the reasons for the determination. The Bidder may appeal the determination within two (2) business days of its receipt of the objection by presenting additional information to the Longview School District, and the Longview School District will consider the additional information before issuing its final determination. The Bidder may, after the Longview School District's objection or determination, and at Bidder's option, (1) withdraw the Bid, (2) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by the substitution, or (3) appeal by filing a protest in accordance with paragraph 1.05.D. In the event of withdrawal, Bid security will not be forfeited.

6. **Change.** Persons and entities proposed by the Bidder and to whom the Longview School District or the Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Longview School District and the Architect.

7. **Right to Terminate.** The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. Should it appear that the Bidder has made a material misrepresentation on its Contractor's Qualification Statement, the Longview School District shall have the right to terminate the Contract for cause for the Contractor's breach, and the Longview School District may then pursue such remedies as exist elsewhere under this Contract, or as otherwise are provided at law or equity.

B. INFORMATION FROM OTHER BIDDERS: All other Bidders designated by the Architect as under consideration for award of a Contract shall also provide a properly executed Contractor's Qualification Statement, if so requested by the Longview School District.

C. BIDDING MISTAKES: The Longview School District will not be obligated to consider notice of claimed bidding mistakes received more than three (3) business days after the Bid opening. In accordance with Washington law, a low Bidder that claims error and fails to enter into the Contract is prohibited from bidding on the Project if a subsequent call for Bids is made for the Project.

1.07 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A. BOND REQUIREMENTS: Within forty-eight (48) hours after the issuance of the Longview School District's notice of intent to award the Contract, and prior to the date of execution of the Contract,

the Bidder shall furnish evidence satisfactory to the Longview School District of its ability to obtain statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the form prescribed in the Contract Documents and in the full amount of the Contract Sum plus sales tax. The cost of such bond shall be included in the Base Bid.

B. SUBCONTRACTOR BONDS. The Longview School District reserves the right to require certain Subcontractors to furnish performance and labor and material payment bonds in form as set forth herein and as set forth under the Bidding Documents or Contract Documents. The Longview School District shall not, however, be responsible for any costs for any Subcontractor bonds unless the Longview School District, prior to the execution of the Owner-Contractor Agreement, requires the Bidder, in writing, to furnish such bonds from designated Subcontractors. Should any bonds be furnished by subcontract bidders, or be required by any Bidder to be furnished by any subcontract bidder or Subcontractor, without the written request of the Longview School District, the costs for any such bonds shall be at the expense of the Bidder and shall not be added to the Contract Sum.

C. TIME OF DELIVERY AND FORM OF BONDS. The Bidder shall deliver the bonds and other documents required by the Contract Documents (including but not limited to certificates of insurance) to the Longview School District pursuant to the Contract Documents and in no event any later than three (3) days after the date of execution of the Contract and prior to commencing operations at the site. The bonds shall be written in the form approved by the Longview School District for public work, as required by RCW 39.08. The bonds shall be written by a surety firm licensed to do business in the State of Washington, with an A.M. Best rating of at least A-/VII. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of that person's Power of Attorney.

1.08 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. FORM TO BE USED: The Agreement for the Work will be written on the form(s) contained in the Bidding Documents, including any General, Supplemental or Special Conditions, and the other Contract Documents included with the Project Manual. In the event no form is enclosed, an AIA Document A104-2017, "Standard Abbreviated Form of Agreement Between Owner and Contractor," as revised, modified and supplemented by the Longview School District, will be used. All references in these Instructions to Bidders to the A104 refers to the document as revised by the Longview School District.

B. CONFLICTS: In case of conflict between the provisions of these Instructions and any other Bidding Document, these Instructions shall govern. In case of conflict between the provisions of the Bidding Documents and the Contract Documents, the Contract Documents shall govern.

1.09 CONTRACT DOCUMENTS

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

A. RETAINAGE: The Contract Documents specify the statutory retainage requirements of RCW 60.28 for this Project.

B. CONTRACT TIME: The Contract Documents specify the Contract Time. Timely completion of this Project is essential to the Longview School District.

C. PREVAILING WAGES: The Contract Documents contain requirements regarding the payment of prevailing wages pursuant to RCW 39.12.

D. WRITTEN CLAIMS AND NOTICE: The Contract Documents contain a number of provisions that require the Contractor to provide notice of Claims and to make and support Claims, in writing, within a specified time in order to maintain the Claim. The Longview School District is under no obligation to consider Claims that fail, in any respect, to meet these requirements.

E. CHANGES IN CONTRACT SUM: The Contract Documents contain provisions specifying requirements for and pricing of changes in the Contract Sum.

F. DISPUTE RESOLUTION: The Contract Documents contain alternative dispute resolution procedures which, among other things, requires non-binding mediation of all disputes.

G. CONTRACTOR REGISTRATION: Pursuant to RCW 39.06, the Bidder shall be registered or licensed as required by the laws of the State of Washington, including but not limited to, RCW 18.27.

H. TAXES. The Contractor shall include in its Bid and pay for all applicable taxes except Washington State Sales Tax and Local Sales Tax on the Contract Sum, which shall be excluded in the preparation of its Bid. Such State and Local Sales Taxes shall be added to the Contract Sum, paid by the Longview School District to the Contractor, and then paid by the Contractor over the course of the Project. Refer to general, supplementary or other conditions regarding further information.

I. OTHER PROVISIONS: The above paragraphs contain descriptions of some but not all of the provisions of the Contract Documents. Bidders should review in detail the Contract Documents themselves and not rely upon the above paragraphs in this article as complete or inclusive.

1.10 POSSIBLE TRENCH EXCAVATION SAFETY PROVISIONS

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

END OF SECTION

Longview School District
HVAC Testing and Balancing Project

Bid Proposal FORM

June 21, 2023 at 2:00 p.m.

Project No. 2023-01-Longview Public Schools
for
(Sealed Base Bid Due 2:00 P.M. Wednesday June 21, 2023)

To: Longview Public Schools #301
Longview School District MOTF Office
ATTN: Barbara Howe
2080 38th Avenue
Longview, WA 98632

1.02 SUBMITTED BY (BIDDER TO ENTER NAME AND ADDRESS):

A. BIDDER'S NAME _____

B. ADDRESS: _____

C. CITY, STATE, ZIP: _____

1.03 OFFER:
Having carefully examined the Project Manual and the Drawings entitled HVAC Test and Balancing, as well as the premises and conditions affecting the Work, the undersigned represents that it has the personnel, qualifications, expertise and means to complete the Work in a timely manner and proposes to furnish all labor, equipment, and materials to perform the Base Bid Work required in strict accordance with the proposed Contract Documents for the following amount:

Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in figures shall govern.

2.01 THE BASE BID AMOUNT INCLUDES ALL WORK SHOWN ON THE DRAWINGS AND SPECIFIED IN THE BIDDING AND CONTRACT DOCUMENTS

TOTAL BASE BID:

_____

_____

DOLLARS ($_____)

2.04 OVERHEAD AND PROFIT:
All of the above bid prices include overhead and profit.

2.05 SALES TAX:
None of the above bid prices include State, County, or City Sales Tax.

2.05 TRENCH EXCAVATION SAFETY SYSTEM INCLUDED ABOVE:
Included in the above Base Bid is an amount for Trench Excavation Safety for any trenching exceeding a depth of four feet. (In accordance with Chapter 39.04 RCW and WAC 296-155-650, all costs for adequate trench safety systems are required to be identified in this Bid.) The Bidder certifies that the following amount is included in the Base Bid for Trench Excavation Safety Provisions. **If no** amount is entered, the Owner will presume that the Bidder represents that there are no Trench Excavation Safety costs for this Project.

Trench Safety System DOLLARS($ _____)

3.01 SUBCONTRACTOR LISTING:
THE BIDDER SHALL LIST SUBCONTRACTORS ON THE ALTERNATE BID PROPOSAL FORM (PART 2). IF SUBCONTRACTORS VARY WITH BID ALTERNATES, THE BIDDER MUST SO INDICATE ON THE ALTERNATE BID PROPOSAL FORM.

4.01 CONTRACT, BOND, INSURANCE CERTIFICATES:
If the undersigned is notified of the acceptance of this Bid within forty-five (45) calendar days after the time set for opening of bids (the "Bid Date"), or such longer period identified in the Bidding Documents, it agrees to execute and deliver to the Owner the Agreement Between Owner and Contractor in the form provided by the Owner for a compensation computed from the above sum and any Alternates selected by the Owner and to furnish the bond, insurance certificates and other documents as required by the Contract Documents within ten (10) days after issuance of the Letter of Intent to Award a Contract.

4.02 TIME OF COMPLETION:
The undersigned agrees, if awarded the Contract, to achieve Substantial Completion of the Work as described in the Standard Form of Agreement Between the Owner and Contractor, AIA Document A104-2017.

4.03 LIQUIDATED DAMAGES:
The Bidder, by submitting its Bid, represents that the liquidated damages specified in the Contract Documents are a reasonable estimate of the costs and damages to the Owner that would be incurred if the Contractor fails to achieve Substantial Completion within the Contract Time.

4.04 BID SECURITY:
5% of the Base Bid

The undersigned further agrees that the Bid security accompanying this Bid shall be left in escrow with the Owner. The Bid security constitutes a pledge that the Bidder will, if issued a Letter of Intent to Award, enter into the Contract with the Owner on the form provided and on the terms stated in its Bid and will furnish the payment and performance bonds, certificates of insurance, and all other documents required in the Contract Documents. Should the Bidder fail or refuse to enter into the Contract or fail or refuse to furnish such documents, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, and not as a penalty.

5.01. APPRENTICES
The undersigned understands that, pursuant to RCW 39.04.320, the Contractor will be required to achieve apprentice participation of at least fifteen percent (15%) of the total construction labor hours and that further information on this requirement is contains in the statute and the Contract Documents.

6.01. ADDENDA:

Receipt of the following addenda is hereby acknowledged and all costs of the Work therefore have been included in the proposal.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

6.02 AS A CONDITION OF SUBMITTAL OF THIS BID, THE CONTRACTOR CERTIFIES THAT:

A. It will comply with the current Cowlitz County prevailing wages pursuant to RCW 39.12. See Washington State Prevailing Wage Rates and Benefit Code Key.

B. It is a registered contractor with RCW 18.27.

C. It will comply with RCW 70.92, Aged and Physically Handicapped.

D. It will comply with RCW 28A.400.330, Crimes Against Children.

E. It has a current state unified business identifier number.

F. It has industrial insurance coverage for the its employees working in Washington as required in Title 51 RCW

G. It has an employment security department number as required in Title 50 RCW.

H. It has a state excise tax registration number as required in Title 82 RCW

I. It is not disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations).

J. Within the three-year period immediately preceding the Bid Date, the Bidder has not been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provisions of chapter 49.46, 49.48 or 49.52 RCW.

The undersigned certifies under penalty of perjury under the laws of the State of Washington that the foregoing representations are true and correct.

7.01 BID FORM SIGNATURES:

THE UNDERSIGNED CERTIFIES THAT THEY ARE AUTHORIZED TO BIND THE LEGAL ENTITY MAKING THIS PROPOSAL.

Date:_____

Name of Firm:_____

Bidder's Signature:_____

Bidder's Printed Name:_____

Title:_____

Street Address:_____

City:_____

State:_____Zip Code:_____

Telephone Number:_____

STATE OF WASHINGTON CONTRACTOR'S NO:_____

FEDERAL ID NO:_____

DEPARTMENT OF LABOR & INDUSTRY REG. NO:_____

WASHINGTON STATE DEPARTMENT OF REVENUE NO:_____

7.02 NOTE: IF A BIDDER IS A CORPORATION, WRITE STATE OF INCORPORATION; AND IF A PARTNERSHIP, PROVIDE FULL NAMES AND ADDRESSES OF ALL PARTNERS BELOW.

A. (If Corporation) – State of Incorporation: _____

B. (If Partnership) – List all Partners:

1. Name:_____

   a. Address:_____

2. Name:_____

   a. Address:_____

3. Name:_____

   a. Address:_____

8.01 SUBCONTRACTOR LIST:

THE BIDDER SHALL NOT LIST MORE THAN ONE SUBCONTRACTOR FOR EACH CATEGORY OF WORK IDENTIFIED BELOW. (IF SUBCONTRACTORS VARY WITH BID ALTERNATES, THE BIDDER MUST SO INDICATE IN 11.02 BELOW.)

A. If awarded the Contract for the Work, the undersigned Bidder will subcontract directly with the Subcontractors listed below for performance of the categories of the Work designated.

B. The Bidder must list itself if it intends to perform a category of the Work itself.

FAILURE OF THE BIDDER TO SUBMIT THE NAMES OF THE FOLLOWING SUBCONTRATORS OR TO NAME ITSELF TO PERFORM SUCH WORK WITHIN ONE HOUR OF THE PUBLISHED BID OPENING TIME SHALL RENDER THE BIDDER'S BID NONRESPONSIVE AND, THEREFORE VOID.

Category of Work	Subcontractor/Self
Heating, ventilation, and air conditioning	
Plumbing as described in RCW 18.106	
Electrical work as described in RCW 19.28	

FAILURE OF THE BIDDER TO SUBMIT THE NAMES OF THE FOLLOWING SUBCONTRATORS OR TO NAME ITSELF TO PERFORM SUCH WORK WITHIN FORTY-EIGHT HOURS OF THE PUBLISHED BID OPENING TIME SHALL RENDER THE BIDDER'S BID NONRESPONSIVE AND, THEREFORE VOID.

Category of Work	Subcontractor/Self
Structural Steel Installer	
Rebar Installer	

C. ALTERNATE SUBCONTRACTORS: Should the bid for an Alternate require a different Subcontractor, the Subcontractor must be identified in 11.02 below.

8.02 ALTERNATE SUBCONTRACTOR LIST:

SHOULD THE BID FOR AN ALTERNATE REQUIRE A SUBCONTRACTOR DIFFERENT FROM THE SUBCONTRACTOR LISTED IN 11.01 ABOVE, THE SUBCONTRACTOR MUST BE IDENTIFIED BELOW ALONG WITH THE AFFECTED CATEGORY OF THE WORK AND ALTERNATE NUMBER(S).

Name of Different Subcontractor for Alternate(s)	Category of Work	Alternate Number(s)

END OF BID PROPOSAL FORM

AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the ____day of _____in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

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

Longview School District No. 122
2715 Lilac Street
Longview, Washington 98632

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

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

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

HVAC Testing and Balancing
Mint Valley Elementary: 2745 38th Avenue
Mt. Solo Middle School: 5300 Mt Solo Road
St. Helens Elementary School: 431 27th Avenue
Kessler Elementary School: 1902 E Kessler Blvd.
Administrative Building: 2715 Lilac Street
Business Office Building: 2715 Lilac Street
Central Kitchen Building: 2903 Nichols Blvd.
MOTE Building: 2080 38th Avenue
Longview, Washington 98632

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

Integrus Architecture
117 South Main Street, Suite 100
Seattle, Washington 98104

The Owner and Contractor agree as follows.

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 2.3 Substantial Completion
§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: The Contractor shall achieve Substantial Completion of the entire Work no later than August 18, 2023, and shall achieve Final Completion within thirty days of achieving Substantial Completion.

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM
§ 3.1 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 one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be ~~($),~~ _____ Dollars ($_____), subject to additions and deductions as provided in the Contract Documents. This amount does not include Washington State or local sales tax.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

(Identify each allowance.)

Item	Price

~~§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

~~§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.~~

~~§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.~~

§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

The Owner will assess, and the Contractor will be responsible for, liquidated damages in the amount of $500 per day for each calendar day beyond the Contract Time that Substantial Completion of each site is not timely achieved. This liquidated damage amount shall apply separately and independently for each site, so if two or more sites are not timely complete the liquidated damage amount will be assessed for each site.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor to the Architect prior to commencement of the Work. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner and the Architect may reasonably require. The Schedule of Values shall allocate, and list as separate line items, at least 3% of the Contract Sum to the Work to be completed between Substantial Completion and Final Completion. One half of this amount shall be allocated for punch list work; the other half shall be for providing approved operations and maintenance data, delivery of record drawings, warranties and bonds, extra stock, and all other documentation, work, or items necessary to achieve Final Completion. None of these percentages is the statutory retainage described in Section 4.1.4 or any other retainage but rather requires the Contractor to recognize that the Contractor and its Subcontractors will expend significant costs in advancing the Work from Substantial Completion to Final Completion. These amounts are not earned until Final Completion is accomplished.

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

§ 4.1.2.1 Draft Application. Within the first three days of each month, the Contractor shall submit to the Architect a report on the current progress of the Work as compared to the Contractor's CPM Construction Schedule, an updated Construction Schedule, and a draft, itemized application for payment for Work performed during the prior calendar month on a State of Washington Application for Payment on Contract form approved by the Owner. This shall not constitute a payment request. The Contractor, the Architect and the Owner shall meet within the next ten days and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. The Architect or the Owner may request the Contractor to provide data substantiating the Contractor's right to payment as the Owner or the Architect may require, such as copies of requisitions from Subcontractors of any tier, lien releases,

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

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

§ 4.2 Final Payment

§ 4.2.1 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 Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 ~~the Contractor has submitted~~ a final ~~accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and~~

~~**.3** a final~~ Certificate for Payment has been issued by the Architect in accordance with Section ~~15.7.1.~~ 15.7.1, Final Acceptance has occurred, and the requirements of Article 15 are completed.

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

The retainage will be paid to the Contractor in accordance with statutory requirements.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 21.6 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[X] Other *(Specify)*

Litigation in Cowlitz County Superior Court

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed revised AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

~~**§ 6.1.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~
~~(Insert the date of the E203–2013 incorporated into this Agreement.)~~

~~**§ 6.1.3** The Supplementary and other Conditions of the Contract:~~ **§ 6.1.3** The Project Manual dated _____, 2023 and all documents therein:

Document	Title	Date	Pages
See the Table of Contents in the Project Manual.			

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. 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. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed in the following priority, with an Addendum to a Contract Document having precedence over the original document and later Addenda having precedence over earlier:

- .1 Agreement (revised A104-2017) (written amendments having precedence)
- .2 Any Special Conditions
- .3 Any Supplementary Conditions
- .4 Specifications
- .5 Drawings (large-scale having precedence over small-scale, and written or computed dimensions having precedence over scaled dimensions)
- .6 Material and systems schedules.

In the event that Work is shown on drawings or described in schedules but not described in specifications, the Work as described or shown shall be provided at no change in the Contract Sum or Contract Time despite not being described in specifications.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and the Contractor.

§ 7.3 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, 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.

§ 7.4 Instruments of Service

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

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

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

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are ~~authorized~~ granted a limited license to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

~~evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.~~

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the ~~site.~~site except to the extent that the Contract Documents otherwise require the Contractor to provide and/or maintain survey information. The Owner is the person or entity identified as such in the Agreement and means the School District's Board of Directors. The "Owner" does not include teachers, the school principal, staff, custodians, maintenance or safety workers, or other Owner employees or consultants that may contact the Contractor or be present at the Project sites. A WAIVER OF ANY PROVISION OF THE CONTRACT DOCUMENTS CAN ONLY BE MADE IN WRITING AND BY THE SCHOOL DISTRICT'S BOARD OF DIRECTORS. No other person is authorized to grant such waivers on behalf of the Owner.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required to be secured by the Contractor under Section 9.6.1, the Owner shall secure and pay for ~~other necessary~~ the necessary environmental approvals, easements, assessments, and related charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to perform Work in a good and workmanlike manner, or to correct Work which is not in accordance with the requirements of the Contract Documents, or materially or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written ~~order~~ order, signed personally or by an agent specifically so empowered by the Owner, to the Contractor to stop the Work, or any portion thereof, until the cause for such order is 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.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or fails or neglects to carry out the Work in accordance with the Contract Documents, ~~and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may,~~ or fails to perform a provision of the Contract, the Owner may, after five days' written notice to the Contractor and without prejudice to any other remedies the Owner may have, correct such default or neglect. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the~~ The Owner or Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

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

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

§ 9.3 Labor and Materials

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

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

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

§ 9.3.4 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

§ 9.3.5 The Contractor shall be responsible to the Owner for the 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. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. At no change to the Contract Sum or Contract Time, the Owner may provide written notice requiring the Contractor to remove from the Work any employee or other person carrying out the Work that the Owner considers objectionable. Pursuant to Washington law, a person shall be unfit if he or she is a registered sex offender or has pled guilty to or has been convicted of any felony crime involving the physical injury or death of a child (RCW 9A.32 or RCW 9A.36 but not RCW 46.61 – motor vehicle violation), the physical neglect of a child (RCW 9A.32), sexual offenses against a minor (RCW 9A.44), sexual exploitation of a child (RCW 9.68A), the sale or purchase of a minor child (RCW 9A.64.030), promoting prostitution of a child (RCW 9A.88), or violation of similar laws of another jurisdiction. The Contractor shall not permit any contact between children at the Project site and any such employee. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

§ 9.3.6 Apprenticeship.

§ 9.3.6.1 Pursuant to RCW 39.04.320, no less than fifteen percent (15%) of the Labor Hours shall be performed by apprentices, unless a different amount is permitted or otherwise required by law.

§ 9.3.6.2 Apprenticeship hours shall be performed by participants in training programs approved by the Washington State Apprenticeship Council.

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

shall survive Final Completion and Final Acceptance. The Contractor shall collect, assign, and deliver to the Owner any specific written guarantees and warranties given by others. Prior to furnishing the Owner with written guarantees and warranties, the Contractor shall provide copies to the Owner and Architect for review and approval.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Washington State sales tax will be paid by the Owner to the Contractor. A proportionate amount of the sales tax, in accordance with the sales tax rate at the project site, will be added to each payment voucher issued to the Contractor. All other taxes shall be paid by the Contractor.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the ~~Contractor shall secure and pay for the building permit as well as other permits, fees,~~ Owner will pay only for any permits and governmental fees explicitly listed as the Owner's responsibility in the Contract Documents, and the Contractor shall secure and pay for all as a part of the Contract Sum all other governmental fees and permits, including without limitation all subcontractor permits and fees including plan check fees for deferred submittals, application fees and review fees for any and all shop drawings or bidder designed systems, any inspection fees not covered by the initial building permit fee, including reinspection fees, mechanical and electrical permits, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are ~~customarily secured after execution of the Contract and~~ legally required at the time bids are received or negotiations concluded. The Contractor will be responsible for, and will not be reimbursed for, license fees or any renewals or penalties. The Contractor shall coordinate and schedule all Work with permitting agencies and utility companies necessary for completion of the Work.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual, reasonable costs and the allowances under Section 3.2.3, except where the allowance is based upon a unit price specified in the Agreement in which case the unit prices shall be used in lieu of actual costs. Allowances are defined in the Contract Documents due to the uncertainty in the scope, price and quantity of the Allowance items at the time the Contract was executed. The Contractor must provide the Owner with written notice of its intent to exceed an allowance amount, with estimates and justification (providing the Owner with the opportunity to approve or reject the excess costs) before exceeding an allowance amount.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor will be responsible for planning, scheduling, managing and reporting the progress of the Work in accordance with all of the specific methods and submittals described in the Contract Documents. The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the ~~Work. The~~ Work ("construction schedule"), which shall be consistent with the milestones set forth in the Contract Documents. Neither the Owner nor the Architect have responsibility for the substance of the Contractor's construction schedule. The construction schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall perform the Work, and shall attain

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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

§ 9.12 Cleaning Up
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. The Contractor shall only use waste receptacles provided by the Contractor and will appropriately dispose of any waste material off site.

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

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

§ 9.15 Indemnification
§ 9.15.1 To the fullest extent permitted by ~~law, the Contractor shall~~ law and subject to the conditions of this Section 9.15, the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them ("Indemnified Parties") from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including but not limited to attorneys' ~~fees,~~ fees and costs incurred on such claims and in proving the right to indemnification, arising out of or resulting from or connected to the performance of the Work, any act or omission of the Contractor, its agents, any of its Subcontractors of any tier, and anyone directly or indirectly employed by the Contractor or Subcontractors of any tier ("Indemnitor"), provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the ~~Contractor, a Subcontractor, anyone directly or indirectly employed by them,~~ Indemnitor, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

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

§ 9.15.1.2 If such claims are caused by or are resulting from the sole negligence of the Indemnified Parties, their agents or employees, then the Contractor shall have no duty to defend, indemnify, and hold harmless the Indemnified Parties.

§ 9.15.1.3 If such claims are caused by or are resulting from the concurrent negligence of (i) the Indemnified Parties or the Indemnified Parties' agents or employees, and (ii) the Contractor or the Contractor's agents or employees, then the

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

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

§ 9.16.5 Prevailing wage rates shall be the maximum wage rate payable for any Change in the Work.

§ 9.17 PROJECT MANAGEMENT

§ 9.17.1 The Contractor shall employ competent, experienced managers, including a project manager, superintendent, foremen, and necessary assistants, who shall be present at the Project site during performance of the Work and until termination of the Contract in accordance with the Contract Documents or Substantial Completion is attained. Similarly, appropriate Subcontractor supervisory personnel (foreman level or above) shall also be present at the Project site whenever such Subcontractor is performing Work, whether before or after Substantial Completion.

§ 9.17.2 The Contractor's project manager, superintendent, and foremen shall be employees of the Contractor. The project manager, superintendent and foremen shall represent the Contractor, and communications given to any of them shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications may be confirmed on request. The Contractor's foremen shall not be employed on any other project during the course of the Work.

§ 9.17.3 The Contractor, within seven days after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent and project manager. The Owner or Architect may reply within a reasonable time to the Contractor stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or project manager or (2) that the Architect or Owner requires additional time to review. Failure of the Owner or Architect to reply within a reasonable time shall constitute notice of no reasonable objection. The Contractor shall not employ a proposed superintendent or project manager to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent or project manager without the Owner's consent, which shall not unreasonably be withheld or delayed.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. The Architect is not the agent of the Owner and is not authorized to agree on behalf of the Owner to changes in the Contract Sum or Contract Time, or to direct the Contractor to take actions that change the Contract Sum or Contract Time. The "Architect" may not be a licensed architect, but may instead be an engineer.

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

§ 10.3 The Architect will visit the ~~site~~ site, but not as the agent of the Owner, at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the 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 rights and responsibilities under the Contract Documents. The presence of the Architect or the Owner at the site shall not in any manner be construed as assurance that the Work is being completed in compliance with the Contract Documents, nor as evidence that any requirement of the Contract Documents of any kind, including notice, has been met or waived.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. ~~The Architect will not~~ Neither the Owner nor the Architect will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. ~~The Architect will not~~ Neither the Owner nor the Architect will have control over or charge of and will

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

shall defend, indemnify, and hold harmless the Owner from any liens, including all expenses and attorneys' fees, except to the extent a lien has been filed because of failure of payment by the Owner.

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

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in the Contract Documents except that the Contractor shall have no claim for such construction or operations to the extent disclosed in the bidding documents or Contract Documents

§ 12.2 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 activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. The Contractor shall provide proposed changes in the Contract Sum and Contract Time (if any) as soon as reasonably possible and within five days of the Owner's or Architect's request. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties ~~or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment.~~ or as otherwise provided in this Agreement. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the scope of Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. Change Orders shall be on an AIA Change Order form or its equivalent acceptable to the Owner.

§ 13.3 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. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner and Architect and shall not proceed to implement the change in ~~the Work.~~the Work unless the Owner and Contractor agree on such change in writing or the Owner issues a Construction Change Directive.

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

.2 Workers' insurances: Direct contributions to the State of Washington as industrial insurance, medical aid, and supplemental pension by class and rates established by the Washington Department of Labor and Industries. These costs are added to basic wages as part of the hourly costs necessary to perform the changes in the Work.

.3 Federal insurances: Direct contributions required by the Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA), and State Unemployment Compensation Act (SUCA). These costs are added to basic wages as part of the hourly costs necessary to perform the changes in the Work.

§ 13.7.3 Direct material costs: This is an itemization, including material invoice, of the quantity and cost of additional materials necessary to perform the change in the Work. The unit cost shall be based upon the net cost after all discounts or rebates, freight costs, express charges, or special delivery costs, when applicable. No lump sum costs will be allowed except when approved in advance by the Owner. Discounts and rebates based on prompt payment shall accrue to the Contractor only if the Contractor offers the Owner the opportunity to make such prompt payment to obtain the discount or rebate but the Owner declines the opportunity.

§ 13.7.4 Construction equipment usage costs: This is an itemization of the actual length of time that construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental cost as established by the lower of the local prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose, California, as modified by the AGC/WSDOT agreement or the actual rate paid as evidenced by rental receipts. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work. If equipment is required for which a rental rate is not established by The Rental Rate Blue Book, an agreed rental rate shall be established for the equipment, which rate and use must be approved by the Owner prior to performing the work.

If more than one rate is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the Change work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use on the changed Work shall be 50% of the rate established above. The total cost of rental allowed shall not exceed the cost of purchasing the equipment outright.

§ 13.7.5 Cost of any change in insurance or bond premium: This is defined as:

.1 Contractors' liability insurance: The cost (expressed as a percentage) of any changes in the Contractor's liability insurance arising directly from the changed Work; and

.2 Public works bond: The cost (expressed as a percentage) of the change in the Contractor's premium for the Contractor's statutorily required performance and payment bonds arising directly from the changed Work.

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

§ 13.7.6 Subcontractor costs: These are payments the Contractor makes to Subcontractors for changed Work performed by Subcontractors. The Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Section 13.7.

§ 13.7.7 Fee: This is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including project manager, project engineer, other engineers, project foremen, estimator, superintendent and their vehicles and assistants), taxes (except for sales tax), warranty, safety costs, printing and copying, quality control/assurance, small or hand tool charges (tools which cost $500 or less and are normally furnished by the performing contractor), preparation of as-built drawings, impact on unchanged Work, Claim preparation, acceleration, and delay and impact costs of any kind, added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any other claim of any kind on this Project. It shall be limited in all cases to the following schedule:

.1 The Contractor shall receive 12% of the cost of any materials supplied or work properly performed by the Contractor's own forces.

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

the full term of the Contract Time and using a ten-year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the locale closest to the Project, and that the alleged abnormal inclement weather actually extended the critical path of the Work. The change in the Contract Time shall be provisional until Substantial Completion has been achieved, at which time the change in the Contract Time shall be the extent to which the total net accumulated number of calendar days lost due to inclement weather from commencement of the Work until Substantial Completion exceeds the total net accumulated number to be expected for the same period from the aforesaid data.

§ 14.7 The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours, including night shifts, overtime operations and weekend and holiday work as may be necessary to insure completion of the Work within the Contract Time and the approved Contractor's construction schedule. If the Contractor fails substantially to perform in a timely manner in accordance with the Contract Documents and, through the fault of the Contractor or Subcontractor(s) of any tier fails to meet the Contractor's construction schedule, the Contractor shall take such steps as may be necessary to immediately improve its progress by increasing the number of workers, shifts, overtime operations or days of work or other means and methods, all without additional cost to the Owner.

§ 14.8 THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO THE OWNER. The Owner will incur serious and substantial special, incidental and consequential damages if Substantial Completion of the Work does not occur within the Contract Time; however, it would be difficult if not impossible to determine the amount of such damages. Consequently, provisions for liquidated damages are included in the Contract. The Owner's right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy. Liquidated damages due to the Owner may be apportioned between the Owner and Contractor according to their relative responsibility for the delay.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 ~~Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the~~ The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the ~~Architect.~~ Owner and Article 4. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Payments shall be made as provided in Article 4 of this Agreement. Applications for Payment shall be in a form satisfactory to the Owner and Architect.

§ 15.1.2 The allocation of the Stipulated Sum ~~or Guaranteed Maximum Price~~ under this Section 15.1 shall not constitute a separate stipulated sum ~~or guaranteed maximum price~~ for each individual line item in the schedule of values.

~~**§ 15.2 Control Estimate**~~

~~**§ 15.2.1** Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.~~

~~**§ 15.2.2** The Control Estimate shall include:~~

- ~~.1 the documents enumerated in Article 6, including all Modifications thereto;~~
- ~~.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;~~
- ~~.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;~~
- ~~.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and~~

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 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 not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(1282306159)

~~Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.~~notify the Owner and the Contractor in writing.

§ 15.7.2 ~~Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or 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 costs and reasonable attorneys' fees.~~When the Owner and Architect find that the Work has been so concluded, the appropriate permit(s) have been issued, and the Contractor has submitted all the items below to the Owner, the Contractor may submit a final Application for Payment. The Architect will then promptly issue a final Certificate for Payment stating that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The date of Final Completion is the date the Owner executes the Architect's final Certificate for Payment.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- **.1** liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** claims reserved by the Owner in writing and any audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or 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 the final Application for Payment.~~attached by that payee as unsettled to the final Application for Payment.

§ 15.7.5 Final payment shall not become due until the Owner's Board of Directors has formally accepted the Project ("Final Acceptance"). To achieve Final Acceptance, the Architect must have issued a final Certificate for Payment, any applicable permits must have been issued, Final Completion must have occurred, and the Contractor must have submitted the following to the Owner:

- **.1** an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied (Affidavit of Payment of Debts and Claims, AIA form G706 or equivalent),
- **.2** a certificate evidencing that any insurance required by the Contract Documents to remain in force after Final Acceptance is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,
- **.3** a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,
- **.4** consent of surety, if any, to final payment (AIA form G707 or equivalent),
- **.5** other data establishing payment or satisfaction of or protection against obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner (Contractor's Affidavit of Release of Liens, AIA form G706A or equivalent). If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees,
- **.6** pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor of any tier certified by the Industrial Statistician of the Washington State Department of Labor and Industries, with the fees paid by the Contractor or Subcontractor,
- **.7** a letter from the Architect indicating that the Work is complete and recommending Final Acceptance of the Project by the Owner,
- **.8** certification that the materials in the Work are "lead-free" and "asbestos-free,"
- **.9** record documents that reflect complete and accurate "as-built" conditions and the approved permit set of plans in good condition, and

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property ~~caused in whole or in part~~ arising out of the Contractor's Work, whether by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and ~~start-up.~~start-up, which adjustments shall be accomplished as provided in Article 13 of this Agreement. The Contractor shall proceed with the Work in areas not affected.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that (a) such damage, loss, or expense is due to the fault or negligence of the party seeking ~~indemnity.~~indemnity or (b) that such hazardous materials were identified as the Contractor's responsibility in the Contract Documents.

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

§ 16.2.4 Pursuant to RCW 49.70, "Worker and Community Right to Know Act," and WAC 296-901 et seq., the Contractor shall provide the Owner copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor of any tier at the Project Site. Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulation.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is ~~located.~~located and possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VIII and reasonably acceptable to the Owner. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

Completed operations coverage shall remain in effect for six years from Substantial Completion.

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~($) each occurrence, ($) general aggregate, and ($)~~one million dollars ($$1,000,000) each occurrence, two million dollars ($2,000,000) per project general aggregate, and two million dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~($) per claim and ($)~~ one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor. Any such any deductible or self- insured retentions must be acceptable to the Owner.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims ~~caused in whole or in part by the Contractor's negligent acts or omissions~~ arising out of or caused by the Contractor's work during the Contractor's operations; and (2) the Owner as an additional insured for claims ~~caused in whole or in part by the Contractor's negligent acts or omissions~~ arising out of or caused by the Contractor's work for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) ~~forms CG 20 10 07 04, CG 20 37 07 04,~~ form CG 20 10 11 85, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 17.1.15 If the Owner is damaged by the failure of the Contractor to maintain any of the above insurance or to so notify the Owner, then the Contractor shall bear all costs attributable thereto. THE OWNER MAY WITHHOLD PAYMENT PENDING RECEIPT OF ALL CERTIFICATES OF INSURANCE WITH ENDORSEMENTS ATTACHED. Failure to withhold payment shall not constitute a waiver.

§ 17.1.16 The Owner's specification or approval of the insurance in this Contract or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts.

§ 17.2 Owner's Insurance
§ 17.2.1 Owner's Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

~~**§ 17.2.2.7.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
N/A	

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The ~~Owner shall have the right to require the Contractor to furnish bonds covering~~ Contractor shall secure from a surety company acceptable to the Owner, admitted and licensed in the State of Washington, and shall pay for and maintain bonds covering the faithful performance of the Contract and payment of obligations arising ~~thereunder as stipulated in the Contract Documents on the date of execution of the Contract.~~under the Contract Documents, each in the full amount of the Contract Sum plus sales tax, pursuant to RCW 39.08, "Contractor's Bond." Within two days after the issuance of the Notice of Intent to Award Contract, the Contractor shall deliver evidence of its bondability to the Owner, and within ten days of entering into the Contract, the Contractor shall deliver the originals of the bonds to the Owner and copies to the Architect. THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT IF EVIDENCE OF BONDABILITY IS NOT RECEIVED. THE OWNER MAY WITHHOLD ITS "NOTICE TO PROCEED" AND/OR WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BONDS ARE RECEIVED.

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

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly and at no cost to the Owner correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's ~~expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.~~expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under ~~Section 15.6.3,~~ the Contract Documents, 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 according to the requirements of this Section with no change in the Contract Sum promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a specific written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

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

§ 19.4 The Owner's designated representative:
(Name, address, email address and other information)

Patti Bowen
Executive Director of Business Services
Longview School District No. 122
2715 Lilac Street
Longview, Washington 98632
(360) 575-7017
pbowen@longview.k12.wa.us

All communications shall be directed to the Owner's Project Manager at the address below, except for notices required by this Agreement, which shall be directed to the Owner's Designated Representative above.

Andy Twyman, VMA
Project Manager
ESD 112 Construction Services Group
16703 SE McGillivray Blvd, Suite 240
Vancouver, Washington 98683
andrew.twyman@esd112.org
(360) 921-8294

§ 19.5 The Contractor's designated representative:
(Name, address, email address and other information)

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

§ 19.7 Federal ESSER Terms. In addition to the terms herein, because this Project is funded through the U.S. Department of Education's "Education Stabilization Fund Program Elementary and Secondary School Emergency Relief Fund" (ESSER Fund), the following terms and conditions also apply to this Project:

§ 19.7.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, for all contracts that qualify as "federally assisted construction contracts" as defined in 41 CFR 60-1.3, Contractor agrees to comply with the equal opportunity clause at 41 CFR 60-1.4(b), incorporated herein by reference, and Executive Order 11246,

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

by 31 USC 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining a federal award. Such disclosures shall be forwarded from tier to tier up to highest level grant recipient.

§ 19.7.9 Procurement of Recovered Materials. Generally, state agencies, political subdivisions, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act ("Section 6002"). If applicable, Contractor shall comply with the requirements of Section 6002. These requirements include (1) procuring only items (designated in EPA guidelines at 40 CFR Part 247) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 19.7.10 Domestic Preferences. Contractor should, to the extent practicable and consistent with applicable law, provide a preference for the purchase, acquisition, or use of products, or materials produced in the United States (including but not limited to iron, steel, aluminum, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders under this contract. "Produced in the United States" means, for iron and steel products, that all manufacturing processes from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, glass (including optical fiber), aggregates (such as concrete), and lumber.

§ 19.7.11 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not obligate or expend funds provided under this contract to (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Per Public Law 115-232, section 889, "covered telecommunications equipment" means any of the following:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

§ 19.7.12 The attached "§5.5 Contract provisions and related matters" are hereby inserted in full into this Agreement. As used therein, "contracting officer" shall mean the Owner's representative and "contractor" means the "Contractor."

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment ~~as provided in Section 15.4.1~~ for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment ~~as provided in Section 4.1.3 for a period of 30 days,~~ for a period of 30 days after payment is due and owing, and except as provided by RCW 60.28.080, the Contractor may, upon seven additional days' notice to the Owner and the Architect, during which period the Owner has the right to cure, terminate the Contract and recover from the Owner payment for Work ~~executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including fees applicable to the project. The total recovery of the Contractor shall not exceed the unpaid balance of the Contract Sum.

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

.2 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of any portion of the Work that is not terminated;

.3 procure cancellation of all orders and subcontracts, upon terms acceptable to the Owner, to the extent that they relate to the performance of Work terminated;

.4 assign to the Owner all of the right, title and interest of the Contractor under any 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 with the Owner's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the Owner;

.6 transfer title and deliver to the entity or entities designated by the Owner the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;

.7 use its best efforts to sell any property of the types referred to in Section 20.4.1.6. The Contractor 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.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect ~~but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision.~~ ("Claims"), except claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise. Such matters, except those waived as provided for in ~~Section 21.11~~ Article 21, Section 13.6, and Sections 15.7.3 and 15.7.4, shall, ~~after initial decision by the Architect or 30 days after submission of the matter to the Architect,~~ if the Owner and Contractor cannot come to a mutual resolution of the Claims, be subject to mediation as a condition precedent to binding dispute resolution. This requirement cannot be waived except by an explicit written waiver.

§ 21.2 Notice of Claims

§ 21.2.1 ~~Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~ The Contractor shall submit a written notice to the Owner of all Claims within seven days of the event giving rise to them and shall include a clear description of the event leading up to the Claim. The Contractor shall submit a written Claim within thirty days of the notice and shall include in the Claim a clear description of the Claim, the proposed change in the Contract Sum and/or Contract Time of the Claim and provide data supporting the Claim. Failure to comply with these requirements shall constitute waiver of the Claim. The Claim shall include all changes, direct and indirect, in cost and in time to which the Contractor (and Subcontractors of any tier) is entitled. Neither a Request for Information, nor an Owner's request for or the Contractor's response to a Change Order proposal, nor a notice of potential or future claim shall constitute a Claim.

~~**§ 21.2.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.~~

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by ~~applicable law,~~

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

quantities. For these and other reasons, the parties stipulate that the Owner is prejudiced by the Contractor's failure timely to submit notices or Claims as required by the Contract Documents.

~~**§ 21.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~**§ 21.9** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

~~The~~ Unless specifically provided for in other provisions of the Contract Documents, the Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes without limitation

- **.1** damages incurred by the Owner for rental expenses, ~~for losses of use,~~ income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal and home office overhead and expenses including without limitation the compensation of personnel stationed there, for losses of financing, business and reputation, ~~and for loss of profit except anticipated profit arising directly from the Work.~~ for losses on other projects, for financing costs, and for loss of profit on the Work properly performed.

This mutual waiver is also applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract ~~Documents.~~ Documents, or to preclude an obligation of the Contractor to indemnify the Owner for direct, indirect or consequential damages alleged by a third party.

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

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

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

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

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

AIA Document A104 – 2017 (formerly A107™ – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:36:31 PT on 06/06/2023 under Order No.3104238397 which expires on 04/20/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (1282306159)

DIVISION 01

GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Description of the Work.
2. Contract description.
3. Project Contacts.
4. Contractor's use of site and premises.
5. Permits.
6. Terms and Definitions.
7. Specification conventions.

1.2 DESCRIPTION OF THE WORK

A. Project locations:

1. Mint Valley Elementary School, Mt. Solo Middle School, St. Helens Elementary School, Kessler Elementary School, Central Kitchen, Transportation, & Maintenance Offices, Central Kitchen, Transportation, & Maintenance Offices, Business Office, and Administrative Building.

B. Indoor Air Quality Improvements - Air Balancing and associated work at Mint Valley Elementary School, Mt. Solo Middle School, St. Helens Elementary School, Kessler Elementary School, Central Kitchen, Transportation, & Maintenance Offices, Central Kitchen, Transportation, & Maintenance Offices, Business Office, and Administrative Building.

1.3 CONTRACT DESCRIPTION

A. Perform Work of Contract under separate Contract with Owner according to Conditions of Contract.

1.4 PROJECT CONTACTS

A. Owner: Longview Public School District, 2715 Lilac St. Longview, WA 98632.

B. Architect: Integrus Architecture, 117 S Main Street, Seattle, WA 98104, 206.628.3137.

C. Mechanical and Electrical Engineers: Hultz-BHU Engineers, 1111 Fawcett Ave, Tacoma, WA 98402.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

A. Assume full responsibility for the protection and safekeeping of tools, equipment, materials, and products under this Contract, stored on the site.

B. Assume full responsibility for site security and safety.

C. Construction Operations: Limited to areas indicated on Drawings.

1. On-Site work hours: Work shall be only performed during hours allowed by the locality.

2. Noisy and Disruptive Operations (such as Use of Jack Hammers and Other Noisy Equipment): Not allowed in close proximity to existing building during regular hours of operation. Coordinate and schedule such operations with Owner to minimize disruptions.

3. Provide positive means to prevent air-borne dust from dispersing into atmosphere and surrounding environment. Cover stockpiled material with tarps, wet down, and take other measures appropriate to minimize raising dust from construction operations..

D. Time Restrictions for Performing Work: 7:00 AM - 5:00 PM.

E. Utility Outages and Shutdown:

1. Coordinate and schedule electrical and other utility outages with Owner.

2. Outages: Allowed only at previously agreed upon times.

F. Sound Level Restrictions: Comply with all applicable state and local laws, ordinances, and regulations relative to noise control. Sound pressure level measured at boundary of Site shall not exceed 60 dBA.

G. Construction Plan: Before start of construction, post electronic file to Project website of construction plan regarding access to Work, use of Site, and utility outages for acceptance by Owner. After acceptance of plan, construction operations shall comply with accepted plan unless deviations are accepted by Owner in writing.

H. Keep work and storage areas in a neat, clean and orderly condition at all times. Should it be necessary at any time to move materials or sheds, Contractor shall move same at his expense.

I. Contractor is responsible for damage to existing property adjacent to the project site and at completion of all work, shall restore/return existing property to its original condition as it was prior to start of project work.

J. Tobacco products are not permitted on grounds and construction site during the Work of this Contract

1.6 TERMS AND DEFINITIONS

A. The term ‘indicated’ is a cross reference to details, notes or schedules on the drawings, other paragraphs or schedules in the Project Manual, and similar means of recording requirements in the contract documents.

B. Where terms such as ‘shown,’ ‘noted,’ ‘scheduled’ and ‘specified’ are used in lieu of ‘indicated,’ it is for the purpose of helping the readers accomplish the cross reference and no limitation of location is intended except as specifically noted.

C. Where not otherwise explained, terms such as ‘directed,’ ‘requested,’ ‘authorized,’ ‘selected,’ ‘approved,’ ‘required,’ ‘accepted,’ and ‘permitted’ mean ‘directed by the Architect,’ ‘requested by the Architect,’ etc. However, no such implied meaning will be interpreted to extend the Architect’s responsibility into the Contractor’s area of construction supervision.

D. The meaning of the word ‘approve,’ where used in conjunction with Architect’s response to submittals, requests, applications, inquiries, reports and claims by Contractor, will be held to limitations of Architect’s responsibilities and duties as specified in the Conditions of the Contract. In no case will ‘approval’ by Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of the Contract Documents.

E. The word ‘installer’ is a person or entity engaged by the Contractor or his subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that Installers be recognized experts in the work they are engaged to perform.

F. The word ‘provide’ means to furnish and install.

1.7 SPECIFICATION CONVENTIONS

A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 011000

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Schedule of Values.

B. Application for Payment.

C. Defect assessment.

1.2 SCHEDULE OF VALUES

A. Submit electronic file of schedule on AIA G703 - Continuation Sheet for G702 or other Owner approved form.

B. Submit Schedule of Values as electronic file within 15 calendar days after date established in Notice to Proceed and no less than 30 days prior to submittal of first Application of Payment.

C. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify, Site mobilization, bonds and insurance.

D. Provide at least one line item for each listed specification section beginning with Division 2. Coordinate applicable activities with Section 013216 - Construction Progress Schedule.

E. Round-off line item amounts to nearest whole dollar.

F. Include within each line item, direct proportional amount of retainage and Contractor's overhead and profit.

G. Revise schedule to list approved Change Orders with each Application for Payment.

H. List separate line items for General, Mechanical, Electrical closeout (which includes Operation and Maintenance manuals) and include the dollar amount equal to 2% of each portion of the contract.

I. The schedule of values shall allocate at least 1% of the original Contract Sum to Commissioning of Operational Systems.

J. For each unit of work where payment requests will be made on account of materials or equipment purchased/fabricated/delivered but not yet installed, show "separate line items" for "order and receive" and "installation" of that unit of work.

K. List separate line items in schedule for each Allowance amount.

L. List separate line items for material and labor for each specification section.

M. Except as otherwise required, major cost items, which are not directly cost of actual work-in-place, such as distinct temporary facilities, may be either shown as line items in schedule of values or distributed as general overhead expense, at Contractor's option.

1.3 APPLICATION FOR PAYMENT

A. Submit electronic file to Architect of each Application for Payment on AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702.

B. Application for Initial Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. Statement of Intent to Pay Prevailing Wages on Public Works Contract on form issued by the State of Washington, Department of Labor and Industries.

2. List of subcontractors including phone numbers, business address, and contact person.

3. Schedule of Values.

4. Contractor’s Construction Schedule (preliminary if not final).

5. Products list.

6. Schedule of Unit Prices, as applicable.

7. Submittals Schedule (preliminary if not final).

8. Initial progress report.

9. Certificates of insurance and insurance policies.

10. Performance and payment bonds.

11. List of emergency contact information.

12. Other documents as may be required in the Contract Documents.

C. Draft Payment Application:

1. Submit prior to each application of payment.

2. Prepare the actual payment request after the draft amounts are reviewed and agreed to by the Architect and Owner.

D. Application for Monthly Payment: Submit on date each month as agreed between Owner and Contractor.

1. Content and Format: Use Schedule of Values for listing items in Application for Payment.

2. Submit updated construction schedule with each Application for Payment.

3. Payment Period: Submit at intervals stipulated in the Agreement.

4. Submit submittals with transmittal letter as specified in Section 013300 - Submittal Procedures.

E. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:

1. Current construction photographs specified in Section 013300 - Submittal Procedures.

2. Partial release of liens from major Subcontractors and vendors.

3. Record Documents as specified in Section 017000 - Execution and Closeout Requirements, for review by Owner, which will be returned to Contractor.

4. Affidavits attesting to off-Site stored products.

5. Construction Progress Schedule, revised and current as specified in Section 013300 - Submittal Procedures.

F. Contract Retainage Value: The Owner shall pay 95% of the amount due the Contractor on account of progress payments. The remaining 5% of each payment amount shall be held as retainage until Substantial Completion at which time the retained funds will be paid to the Contractor as referenced in General Conditions Article 9 Payments and Completion for additional information. Any remaining funds will be held until final completion and will be paid to the Contractor with the Final Payment.

G. Application at time of Substantial Completion: Show one hundred percent (100%) completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

2. Submit documentation that Waste Management goals (017419) have been met.

H. Application for Final Payment:

1. Complete and submit accepted documents as required by the General Conditions of the Contract for Construction.

1.4 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of Architect/Engineer, it is not practical to remove and replace the Work, Architect/Engineer will direct appropriate remedy or adjust payment.

C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Architect/ Engineer.

D. Defective Work will be partially repaired according to instructions of Architect/Engineer and unit sum/price will be adjusted to new sum/price at discretion of Architect/ Engineer.

E. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.

F. Authority of Architect/Engineer to assess defects.

G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling and disposing of rejected products.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 012000

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality assurance.

B. Product options.

C. Product substitution procedures.

D. Substitution Request Form.

1.2 QUALITY ASSURANCE

A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.

B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.

C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 DEFINITIONS AND OPTIONS

A. Performance, Reference Standard, and Descriptive Specifications:

1. Manufacturer is not specified and requirements are specified purely by descriptive requirements, design requirements, performance requirements, reference standards, or codes.

2. Products and options meeting or exceeding specified provisions are accepted.

B. Open Proprietary Specifications:

1. Products by one or more manufacturers are specified and specification makes provision for substitution requests.

2. Conform to provisions for making substitution request as specified by this Section.

C. Closed Proprietary Specifications:

1. Products by one or more manufacturers are specified and specification Section does include provision for substitution requests.

2. Provide work as specified. No substitution will be accepted.

D. Basis-of-Design Specifications:

1. Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

2. Provide either the specified product or a comparable product by one of the other named acceptable manufacturers. Drawings and specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with Comparable Product definition below. Substitutions will be considered only when Section 012500 Substitution Procedures is referred to.

E. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

1.4 SUBSTITUTION REQUESTS DURING BIDDING PHASE

A. Submit Substitution Request to reach Architect's office before 5 p.m. at least 10 working days prior to date for receiving Bids.

B. Bidders will be notified of accepted substitutions by Addendum. No other form of acceptance is valid, including as stated verbally, written, emailed, faxed, or implied in other manner and bidders shall not rely upon any approval not incorporated into the Contract Documents in this manner.

1.5 SUBSTITUTION REQUESTS DURING CONSTRUCTION PHASE

A. Submit Substitution Requests directly by or through Contractor to Architect.

B. Substitution Requests following Bid Date will not be considered, except at discretion of Owner and subject to reimbursement for Architect's review. Review fee will apply whether or not substitution request is accepted.

1. Exception: Substitution Requests may be reviewed in the event of special circumstances beyond Contractor's control. Reason for substitution request must be submitted on the attached Substitution Request Form.

C. Reasons for consideration of substitutions include:

1. Unavailability: Specified item has been discontinued; there are no available qualified installers; or lead-time is prohibitive relative to project schedule.

2. Unsuitability: Subsequent information discloses specified item as unsuitable, inappropriate, unable to perform properly, or to fit designated space.

3. Regulatory Requirements: Specified item fails to conform to building code interpretations or insurance regulations.

4. Warranty: Manufacturer or fabricator has declared that specified item is unsuitable for intended use or refuses to certify or warrant performance of specified item for condition of use.

5. Owner Prerogative: As requested by Owner for reduction of Contract Cost or Contract Time.

D. Contractor will be notified by Architect on the form provided by the Contractor within two weeks of receipt of request, of decision to accept or reject Substitution Request.

1.6 PRODUCT SUBSTITUTION PROCEDURES

A. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:

1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.

2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.

3. Reference to Article and Paragraph numbers in Specification Section.

4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.

5. Changes required in other Work.

6. Availability of maintenance service and source of replacement parts as applicable.

7. Certified test data to show compliance with performance characteristics specified.

8. Samples when applicable or requested.

9. Submit list of at least 3 projects where proposed substitution has been used within past 12 months. Include name, address, and telephone number of Owner and Architect.

10. Other information as necessary to assist Architect/Engineer's evaluation.

B. A request constitutes a representation that Bidder or Contractor:

1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.

2. Will provide same warranty for substitution as for specified product.

3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.

4. Waives claims for additional costs or time extension that may subsequently become apparent.

5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

6. Will reimburse Owner and Architect/Engineer for review or redesign services associated with reapproval by authorities having jurisdiction.

C. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

D. Substitution Submittal Procedure:

1. Submit requests for substitutions on form attached to end of this Section (an electronic version of this form is available from the Architect upon request).

2. Submit electronic files to Project website of Request for Substitution for consideration. Limit each request to one proposed substitution.

3. Submit only 1 Substitution Request on each Substitution Request Form. Multiple Substitution Requests on a single form will not be accepted.

4. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.

5. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

1.7 UNACCEPTABLE SUBSTITUTIONS

A. Substitutions not accepted in writing by Architect.

B. Substitutions that are not submitted on Substitution Request Form or facsimile following this Section.

C. Substitution Requests that do not provide complete, adequate, or clearly defined information for a thorough and timely evaluation.

D. Substitutions that, if accepted, will require substantial revisions to Contract Documents.

E. Substitutions that are shown or implied by shop drawings and other submittals.

F. Substitutions not accepted by published Addenda during Bidding Period and not accepted in writing by Architect during Construction Period.

G. Substitutions installed into the Work and not accepted by Architect, constitute non-conforming work and may be rejected by Owner without further discussion or explanation.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

SUBSTITUTION REQUEST FORM

TO: Integrus Architecture

PROJECT: Longview School District Indoor Air Quality Improvements – Air Balancing

SPECIFIED ITEM:

Section	Page	Paragraph	Description

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes description of changes to Contract Documents that the proposed substitution will require for its proper installation.

Attach list of at least 3 projects where proposed substitution has been used within past 12 months. Include name, address, and telephone number of Owner and Architect.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

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

Submitted by:

_____
Name (Printed)

_____
Signature

_____
Firm Name

_____
Address

_____
City, State, Zip

_____
Date

_____
Telephone

For use by the A/E:

☐ Accepted ☐ Accepted as noted

☐ Not Accepted ☐ Received too late

_____
By

_____
Date

_____
Remarks

Attachments:

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Initial Requirements
2. Initiating and Proposing Changes
3. Architect's Supplemental Instructions
4. Documentation of Change in Contract Sum and Contract Time.
5. Approval or Rejection of Proposal
6. Construction Change Directive
7. Change Order
8. Allowance for Overhead and Profit
9. Correlation of Contractor Submittals

1.2 INITIAL REQUIREMENTS

A. Within 30 days of the Notice to Proceed, the Contractor shall submit a list of all equipment anticipated to be used on the project and whether it is owned or to be rented, using a form acceptable to the Architect and Owner. If during the construction process additional equipment is brought to the Project site, the Contractor shall submit an updated list.

B. Submit name of individual authorized to receive Change Documents, and to be responsible for informing others in Contractor's employ and to applicable subcontractors of changes to the Work.

1.3 INITIATING AND PROPOSING CHANGES

A. Proposal Request: Issued by the Architect to the Contractor on the Owner's behalf including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with stipulation of overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within seven days.

1. Proposal Requests are for information only. Do not consider them as an instruction (direction) either to stop work in progress or to execute the proposed change.

B. Contractor Initiated Change Request: Describe proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors. Document requested substitutions in accordance with Section 012500 - Substitution Procedures.

1. Contractor is to do no work on the proposed change until the Change Request is formalized by a Construction Change Directive or Change Order.

1.4 ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on a form prepared by the Architect. If the Contractor believes a cost is associated with the supplemental instructions, the Contractor is to provide written notice to the Architect within 7 days of receipt of the instructions, outlining all associated costs as outlined in Part 1.4 DOCUMENTATION OF CHANGE IN CONTRACT SUM.

1.5 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME

A. Change Order Proposal (COP): Submit electronically information required for Architect's evaluation of proposed changes.

B. Contract Time: No additional funds will be issued or considered payable to the Contractor for time extension claims prior to Substantial Completion; the end of documented Contract Time as specified in the General Conditions AIA A201.

C. Support each lump sum proposal quotation, and each unit price (not previously established) with sufficient substantiating data.

1. On request, provide additional data to support time and cost computations:

a. Labor required.

b. Equipment required.

c. Products required.

1) Recommended source of purchase and unit cost.

2) Quantities required.

d. Taxes, insurance, and bonds.

e. Documented credit for work deleted from Contract.

f. Overhead and profit.

g. Justification for any change in Contract Time.

2. Submit additional substantiating data to support computations, as requested by Architect.

3. Support each proposal for additional costs, and time-and-material work, with documentation, as required for lump-sum proposal. Include additional information:

   a. Name of Architect or Owner's authorized agent who ordered work, and date of order.

   b. Dates and times work was performed, and by whom (firm or individual).

   c. Time record, summary of hours worked, and hourly rates paid.

   d. Receipts and invoices for:

      1) Equipment used, listing dates and times of use.

      2) Products used and listing of quantities.

      3) Subcontracted work.

4. Document Requests for Substitutions.

5. Statement as to whether overtime work is, or is not, necessary.

1.6 APPROVAL OR REJECTION OF PROPOSAL

A. When change is initiated by Architect or Owner:

1. Contractor to submit a detailed proposal in writing. Quotation (cost estimate) must be guaranteed for period specified in Proposal Request beginning from signing of proposal. If no period is specified, guarantee quotation for sixty (60) days from signing.

2. Architect and/or Owner will review the proposal and respond in writing with one of the following:

   a. Request for additional information.

   b. Approval to be issued by CCD for subsequent inclusion in a Change Order.

   c. Rejection of the proposal and direction to continue with contracted work.

3. Contractor may not proceed with the proposed changed work until a signed CCD or Change Order is received from the Owner.

B. When a change proposal is initiated by Contractor:

1. The Architect and/or Owner will review it and respond in writing with one of the following:

a. Approve the Contractor's cost proposal;

b. Request additional information;

c. Reject the proposal.

2. If the Owner responds by approving the Contractor's change proposal, a CCD will be processed.

a. If additional information is requested by Owner, respond in writing within fifteen (15) days of Owner's request.

C. Concurrence of the Building Official:

1. Note that all significant modifications to the Contract Documents reviewed by the AHJ, including Change Orders "approved" by the Architect and Owner, must also be approved by the Building Official.

2. Any significant changes, such as structural changes and life safety modifications, will be submitted for review and approval to the AHJ. Contractor may not proceed with such work until the AHJ has reviewed the change and indicated that it is acceptable.

1.7 CONSTRUCTION CHANGE DIRECTIVE (CCD)

A. Construction Change Directive:

1. May be issued by Architect with Owner's approval, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order.

2. Will describe changes in work, and will designate method of determining change in Contract Sum or Contract Time.

B. Contractor: Promptly execute change to the Work.

C. Claims for Adjustments to Contract Time or Contract Sum:

1. Burden of proof is upon Contractor to submit data substantiating requested increase of Contract Sum and Contract Time for inclusion into approved Change Order.

2. Submit claims within 30 days after completion of Construction Change Directive. Claims after this time are invalid.

D. Overhead and Profit for Change to Contract Sum: Conform to provisions of Contract Documents, including the General Conditions.

E. Prevailing Wages: Limit direct costs for labor, wages, and fringe benefits to amounts indicated by Conditions of the Contract including the General Conditions and prevailing wage rate requirements.

1.8 CHANGE ORDER (CO)

A. Stipulated Sum Change Order

1. Based on Proposal Request and Contractor's fixed maximum price quotation or Contractor's request for change.

2. Execute Change Order for changes to the Work affecting Contract Sum or Contract Time.

B. Unit Price Change Order

1. Pre-determined Unit Prices and Quantities: Execute Change Order executed on fixed unit price bases.

2. Unit Costs or Quantities of Units of Work Which are not Pre-Determined: Execute Work under a Construction Change Directive.

3. Changes in Contract Sum or Contract Time: Compute as specified for a Time and Materials Change Order.

C. Time and Material Change Order

1. Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract.

2. Allowable Change to Contract Sum and Contract Time: As determined by Architect under provisions of Contract Documents, including the General Conditions.

3. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

D. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

1.9 CORRELATION OF CONTRACTOR SUBMITTALS

A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.

B. Promptly revise progress schedules and applicable sub-schedules to reflect change in Contract Time and to adjust times for other items of work affected by the change, and resubmit.

C. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 012600

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Construction Organization.
2. Cooperation and Coordination of Work.
3. Project Coordination and Scheduling Control.
4. Mechanical and Electrical Coordination.
5. Job Site Field Measurements And Templates.
6. Dimensions.
7. Intent of Drawings.
8. Interferences and Right of Way.
9. Notification and Correction of Defective Work.
10. Coordination Utilities.
11. Closeout Coordination.

1.2 GENERAL COORDINATION REQUIREMENTS

A. Coordinate scheduling, submittals and work identified in the Contract to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

B. Coordinate work between all Sections of Contract Documents to avoid conflicts and omissions. Take special care to coordinate work indicated as Architectural, Mechanical, Electrical and other major Divisions of the Contract Documents.

C. Responsibility

1. The Contractor shall be in charge of this Contract and the site, as well as the directing and scheduling of all Work. Contractor shall be on site at all times work of this Contract is in progress. Do not delegate responsibility for coordination to any subcontractor.

2. Anticipate interrelationship of all subcontractors and their relationship with the total Work.

3. Resolve differences or disputes between subcontractors and materials suppliers concerning coordination, interference, or extent of Work between Sections. Contractor's decisions, if consistent with Contract Document requirements, shall be final.

4. Final responsibility for the performance, interface, and completion of the Work and the Project in accordance with the Contract Documents shall be with the Contractor.

D. Prior to any work beginning on the site, the Contractor shall submit, and receive final approval on:

1. Construction schedule;

2. All required plans, including, but not limited to, safety, demolition, quality control, waste management and indoor air quality.

3. All materials to be used on the project in accordance with Section 013300 - Submittal Procedures.

1.3 SPECIAL COORDINATION

A. There are occupied spaces outside of the limits of construction. These spaces will not be vacated for construction during this contract. Any work in these surrounding areas must be coordinated with the Owner and the occupants of the adjacent areas.

B. Additional special requirements and conditions apply to the work of this contract. Refer to Section 015000 - Temporary Facilities and Controls, for detailed description of these additional requirements and conditions.

C. The Owner may require access to the site to perform work related or unrelated to the project. The Contractor shall coordinate with the Owner to accommodate such work within the contract time.

1.4 COORDINATION SHOP DRAWINGS

A. Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.

2. Indicate required installation sequences.

1.5 CONSTRUCTION ORGANIZATION

A. On-Site Lines Of Authority & Communications: Refer to Section 013115 - Communication.

B. Intra-Project Communications:

1. Submittals.
2. Reports and records.
3. Recommendations.
4. Coordination drawings.
5. Schedules.
6. Resolution of conflicts.

C. Construction Mobilization

1. Cooperate with the Owner's Representative in allocation of mobilization areas of the site; for field offices and sheds, for access, traffic and parking facilities.
2. Comply with Architect and Owner's Representative's procedures for intra-project communications.
3. Coordinate field engineering and layout work under instructions of Owner's Representative.

D. Coordination of Reports/Activities: Coordinate both the procedural timing and the listing (naming and sequencing) of reports/activities required by provisions of this Section and other sections, to afford consistency and logical coordination between submitted reports or lists. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Distribute each report and updated report to entities involved in the work, including Architect and Owner's Representative. In particular, provide close coordination of Progress Schedule, Schedule of Values (see Section 012000 - Price and Payment Procedures), listing of subcontracts, schedule of submittals, progress reports, and payment requests.

E. Coordination of Submittals

1. Schedule and coordinate submittals specified in the Contract Documents.
2. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to and placing equipment in service.
3. Coordinate request for substitutions to assure compatibility of space, operating elements, and effect on work of other Sections.

F. Coordination & Pre-Installation Meetings: Refer to Section 013119 - Project Meetings.

G. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into the Work.

PART 2 PRODUCTS

2.1 NOT USED.

PART 3 EXECUTION

3.1 COOPERATION & COORDINATION OF WORK

A. The Contractor is responsible for the coordination of the work of all trades; coordinating the installation of their work and that of all subcontractors to ensure compliance with the Contract Documents and to expedite the progress of the Project. Contractor shall check specifications, addenda, and drawings covering all trades as the work progresses. Contractor shall promptly report to the Architect what they consider omissions, conflicts or points requiring clarification.

B. Contractor shall prepare and distribute to each entity performing work at project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings.

C. Enclosure of the Work: The Contractor shall coordinate enclosure of work with required inspections and tests, so as to avoid the necessity of uncovering work for that purpose.

D. It is the responsibility of the Contractor to ensure that the work of subcontractors complies with Conditions of the Contract, Division 1 - General Requirements, and the work of other Sections related to their own work. No additional payments or time extensions will be authorized for failure on the part of subcontractors to be familiar with and in compliance with the aforementioned specification divisions and sections.

E. Inclusion of portions of the work under particular divisions of the specifications or sections of the drawings does not in every case conform to the categories of work customarily subcontracted to particular crafts or trades. In such cases, the Contractor shall be responsible to inform bidders, subcontractors, crafts and trades, that work assigned to them is contained in sections other than the usual. In every case, the General Contractor shall be responsible to provide at its cost, all work required in the Contract Documents.

1. Provide project interface and coordination as required to properly and accurately bring together the several parts, components, systems, and assemblies and as required to complete the Work and the Project.

2. Provide interface and coordination of all trades, crafts, and subcontracts as required to provide correct and accurate connection of abutting, adjoining, overlapping, and related Work, and provide all anchors, fasteners, accessories, appurtenances, and incidental items as required to complete the Work properly, fully, and correctly in accordance with the Contract Documents.

3. Provide additional structural components, miscellaneous metal, bracing, blocking, backing, clips, anchors, fasteners, and installation accessories as required to properly anchor, fasten, or attach materials, equipment, appliances, hardware, systems, assemblies, cabinets, and architectural features to the structure.

4. Provide excavation and backfill, trenching and drilling for all trades as required for the installation of their Work.

5. Provide concrete foundations, pads, supports, bases, and grouting for all trades as required for the installation of their Work.

6. Provide caulking, sealing, and flashings as required to completely weatherproof the building and as required to insulate the building thermally and acoustically. Include caulking, sealing, flashings, and related work as required to prevent moisture intrusion, air infiltration, and light leakage.

7. Provide equipment, appliances, fixtures, and systems requiring plumbing and mechanical services, rough-in, and connections, or other utilities and services, with such services, rough-in, and final connections.

8. Provide equipment, appliances, fixtures, and systems requiring electrical and cabling services, rough-in, and connections, or other utilities and services, with such services, rough-in, and final connections.

9. Materials, equipment, component parts, accessories, incidental items, connections, and services required to complete the Work which are not provided by subcontractors shall be provided by the Contractor.

3.2 PROJECT COORDINATION AND SCHEDULING CONTROL

A. The Contractor shall schedule and coordinate the work of all subcontractors on the project including their use of the site. Responsibility for coordination and close adherence to time schedules rests solely with the Contractor who shall maintain coordination and scheduling control at all times.

B. Each subcontractor responsible to the Contractor shall cooperate diligently with the Contractor in the execution of their work so as to cause no delay in the completion of the Project. This responsibility includes the completion of all work in a timely manner. All Contractors, Prime Contractor and Subcontractors, shall diligently comply with the following requirements:

1. Cooperate in planning and layout of the work well in advance of operations.

2. Inform other contractors of requirements at proper time to prevent delay or revisions.

3. Be informed on the requirements of other contractors and check own work for conflicts with the work of other contractors.

4. Insure delivery of materials and performance of work on coordinated schedule with other contractors.

5. Contractor shall ensure subcontractors and equipment suppliers are responsible for compatibility and completeness of the installation and operation of the equipment in their respective Specification Sections including conformance with code requirements.

6. Attend Pre-Installation meetings identified in Section 013119.

7. Contractor shall be represented on the job site by his superintendent at all times when there is construction going on, including the work of his subcontractors, as well as his own.

C. Changing Subcontractors: The General Contractor shall be responsible for all the additional expenses incurred by changing subcontractors during the course of this project. These additional expenses include, but are not limited to, A/E expenses for duplicate or redundant submittals, requests for information, or any clarifications or revisions that might occur due to the fact that new subcontractor(s) have assumed responsibility for a portion(s) of the Work.

3.3 MECHANICAL AND ELECTRICAL COORDINATION

A. Refer to Division 23 for Mechanical Coordination.

3.4 JOB SITE FIELD MEASUREMENTS AND TEMPLATES

A. Obtain field measurements required for accurate fabrication and installation of Work included in this Contract. Exact measurements are the Contractor's responsibility.

B. Contractor shall be responsible for field verifying actual dimensions where "+/-" dimensions are indicated, or the words "field verify."

C. Furnish or obtain templates, patterns, and setting instructions as required for installation of all Work. Verify all dimensions in the field.

3.5 INTENT OF DRAWINGS

A. The work of the Contractor and subcontractors shall conform to the intent of the architectural and engineering drawings as reviewed by the Architect. Drawings are partly diagrammatic and do not intend to show in details all features of work. The Contractor shall carefully review the work to be performed by other trades, compare related drawings and shall thoroughly understand the building conditions affecting their work.

B. All changes required in the work caused by failure to do so shall be at no expense to the Owner.

3.6 INTERFERENCES AND RIGHT-OF-WAY

A. Submit conflicts which cannot be resolved by right-of-way to the Architect for direction.

3.7 NOTIFICATION & CORRECTION OF DEFECTIVE WORK

A. Coordinate the Work of all subcontractors and make certain that, where the work of one trade is dependent upon the work of another trade, the work first installed is properly placed, installed, aligned and finished as specified or required to properly receive subsequent materials applied or attached thereto.

B. Direct subcontractors to correct defects in substrates they install when subcontractors of subsequent materials have a reasonable and justifiable objection to such surfaces. Promptly notify the Owner's Representative and Architect of any defects or imperfections in preparatory work which will in any way affect satisfactory completion of the work.

C. Under no condition shall a section of work proceed prior to preparatory work having been completed, cured, dried or otherwise made satisfactory to receive such related work. Do not force subcontractors to apply or install products to improperly finished product.

D. Correction of defective work shall be the responsibility of the Contractor or subcontractor providing the defective work. Correction of work due to underlying defects shall be the responsibility of the Contractor or subcontractor providing overlying work.

3.8 COORDINATING UTILITIES

A. Contractor shall be responsible for coordination of and shall cooperate with all utilities to be installed for service to the Project. Utilities may include, but are not limited to, natural gas, telephone, electrical, and cable television. The Contractor shall maintain communication with the utilities in order to coordinate time and requirements of the utilities' installation.

B. Contractor shall provide all work necessary to comply with the requirements of the Contract Documents for utility work that does not meet the Contract Document requirements, or for work that is disturbed by the utility installation.

3.9 CLOSEOUT COORDINATION

A. General

1. Coordinate completion and cleanup of work by the various trades in preparation for Substantial Completion.

2. After Owner occupancy of premises, coordinate access to site by the various trades involved for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

3. Assemble and coordinate closeout submittals.

B. At completion of Work of each Subcontract, conduct inspection to assure that:

1. Work is acceptable.

2. Temporary facilities and debris have been removed from site.

C. At Substantial Completion:

1. Conduct inspection and prepare list of work to be completed or corrected.

2. Assist Architect and Owner's Representative in inspection.

3. Supervise correction and completion of Work as established in Architect's inspection reports ("punch lists").

4. Obtain Certificate of Occupancy from governing authorities.

D. At Final Completion: Assist Architect and Owner's Representative in inspection.

END OF SECTION 013100

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. General Communication.
2. Emergency Communication.
3. Correspondence.
4. Request for Information.
5. Non Compliance Notice.

1.2 GENERAL COMMUNICATION

A. All telephone and electronic communication and other correspondence shall be between Contractor and Architect, unless otherwise noted below.

B. Subcontractors are not to contact members of the design team directly unless explicitly agreed to by Contractor, Architect and Owner's Representative. All such contact and discussions are to be documented in writing by the subcontractor and submitted to the Architect and Owner's Representative through the Contractor.

C. The General Contractor shall transmit problems or questions in writing using a Request for Information (RFI) form.

D. On-Site Lines of Authority and Communications: Establish on-site lines of authority and communications including attendance at Pre-Construction Meeting and Progress Meetings as required by the Architect and Owner's Representative. All on-site lines of authority and communications shall be established through the Architect.

E. The Architect and Owner's Representative, will typically be working during the Contractor's normal working hours as defined in Section 011000 - Summary. The Contractor shall anticipate that all communication and weekly construction meetings with these parties will occur between the hours of 8 a.m. and 5 p.m. Monday through Friday throughout the duration of the Project.

F. No overtime payments will be authorized, or time delays allowed, for the Contractor or subcontractors efforts to communicate with the Architect and Owner's Representative outside of the normal working hours.

1.3 EMERGENCY COMMUNICATION

A. Provide an Emergency Notification list to the Architect and to the Owner.

1. The Contractor shall provide a list of names, pagers, wireless and traditional telephone numbers of staff who are capable of addressing an emergency issue that may occur outside of Contractor's normal working hours. The persons designated on the list shall be available at the project site within 60 minutes of being contacted. Provide two names for each of the following:

    a. General Contractor

    b. Mechanical subcontractor

    c. Electrical subcontractor

    d. Other major subcontractors

2. Submit the list to the Architect 5 working days prior to the Preconstruction Meeting. The Architect will include the same information for design team members and Owner representatives and distribute the list at the Preconstruction Meeting.

1.4 CORRESPONDENCE

A. All correspondence to and from Contractor will be routed through Architect with a copy to the Owner's Representative.

B. Include project title and Architect's project number on all correspondence.

1.5 REQUEST FOR INFORMATION (RFI)

A. It is the Contractor's responsibility to review Contract Documents in a timely manner so that the Architect shall have sufficient time to respond to a Request for Information prior to the start of actual construction of that part of the Work.

B. When field conditions or Contract Document contents require clarification or verification by the Architect or Architect's sub-consultants, a written RFI is to be submitted as follows:

1. Identify the nature and location of each clarification/verification using a RFI form. Provide as a minimum the following information:

    a. Project name and number.

    b. Date.

    c. Date response desired.

    d. RFI number.

    e. Subject.

    f. Initiator of the question (individual and firm).

    g. Indication of costs, if known.

h. Location on site.

i. Contract drawing reference.

j. Contract specification section and paragraph reference.

k. Descriptive text.

l. Signature of Contractor.

m. Attachments, including descriptive drawings, photographs, product data, submittals, dimensions, configurations, and other information needed to clarify request.

n. Space for reply on same page as question.

2. Number each RFI sequentially beginning with number 001 (RFI-001). Only one question per RFI.

a. Indicate subject by designation of GEN, MECH, ELEC, CIV, or other easily identifiable discipline abbreviation.

b. Single subject matter, 1 item each - architectural, civil, structural, mechanical, electrical or general.

3. RFI may be hand-delivered, mailed, e-mailed or faxed, depending upon the urgency.

C. Uses

1. The RFI form shall be used for interpretation or clarification of the Contract Documents only.

2. Do not use the RFI form for the following. The Architect will not reply and the RFI will be returned without action.

a. Product or material substitutions (See Section 012500 - Substitution Procedures).

b. Questions relating to construction means, methods, techniques, sequences, procedures, or safety precautions. These are the Contractor's responsibilities exclusively.

c. Questions relating to construction schedule, coordination between trades, or division of work among subcontractors. These are Contractor's responsibilities exclusively.

d. Questions on contract administration procedural matters, unless they require interpretation or clarifications of the Contract Documents.

e. Dimensions or quantities which are shown on the Contract Documents, which can be measured or calculated from the information contained in the Contract Documents where such measurement or calculation is standard construction industry practice.

f. Confirmation of interpretations or clarifications previously provided by the Architect.

g. The Contractor shall not initiate requests for interpretations or clarifications of the Contract Documents which can be reasonably derived from a review of the Contract Documents.

D. Route RFI's in same manner as correspondence.

E. Clarifications may be discussed on-site or by telephone with Architect or Architect's Consultants, with concurrence of the Architect. A summary of these discussions is to be incorporated into a RFI form and submitted as written confirmation, for normal RFI processing.

F. Reply

1. The Architect will endeavor to reply to all RFI's as promptly as his work schedule allows, and generally no later than 7 working days from the day received. The Architect and/or its sub-consultants will attempt to expedite those RFI's indicated by the Contractor as being critical to the construction schedule.

2. When an RFI involves a complex subject, extensive research or governmental agency contact, the Architect will inform the Contractor that additional time is required to prepare a reply. The Contractor shall cooperate and agree to reasonable additional time.

3. The reply shall be a clarification or an interpretation of the Contract Documents; the reply is not an authorization of change in the Contract Sum or Time.

4. Where Architect's action may affect Contract Time or Contract Sum:

a. Notify Architect in writing within 10 days of receipt.

b. Conform to Conditions of the Contract for submittal of Change Order Proposal, Section 012600 - Contract Modification Procedures.

G. On receipt of Architect response to RFI:

1. Update RFI log and promptly distribute RFI response to those affected by response.

2. Review and notify Architect within 7 days if Contractor disagrees with response.

H. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by RFI number. Submit log weekly. Include following:

1. Project Name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including those that were dropped and not submitted.
5. RFI description.
6. Date RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Changes in the Work, Architect's Supplemental Instructions (ASI), Construction Change Directives (CCD), and Proposal Requests, as applicable.

I. Note: Architect will respond only to requests for interpretation of Contract Documents originating from Contractor. The Contractor shall be deemed to be the author of all RFI's, whether written by him or one of his sub-contractors or suppliers. It is the Contractor's responsibility to ensure that all RFI's are complete and correct in form, and the Contractor shall be the contact for further information or explanation. All replies shall be directed to the Contractor, and it is his responsibility to ensure that the appropriate contractor personnel are copied or informed of the replies.

1.6 NON-COMPLIANCE NOTICE (NCN)

A. Any work that is identified as "not in compliance" with the Contract Documents, either by oral discussion with the Contractor, or written communication to the Contractor, shall be removed and replaced without cost to the Owner, including removal of additional material necessary to confirm non-compliance. At its option, the Owner may accept written alternative solutions offered by the Contractor and recommended by the Architect. The Contractor shall notify the Architect and Owner in writing immediately following oral discussion or receipt of any written communication if the Contractor believes that the Work in question is in compliance with the Contract Documents. The Architect will make a determination based on the Contract Documents. If the Architect finds the work is in noncompliance, the Architect will issue a written Non-Compliance Notice (NCN). Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. Upon receipt of the NCN, the Contractor shall take immediate action to correct work. Review corrections at progress meetings for closure.

B. If the Contractor fails to or refuses to comply promptly after the final determination of the appropriate corrective action, the Owner may:

1. Issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Owner will not pay for non-complying work or follow on work until the non-complying work is corrected or replaced. If it becomes necessary to stop work due to non-correction of non-complying work, no delay claim, time extension, or compensation will be granted.

2. Elect to correct the non-compliant work with his own forces, or those of another contractor, and back charge the Contractor by issuing a deductive Change Order, with appropriate explanation and supporting data, which the Contractor is required to sign. Should the Contractor elect not to sign the deductive Change Order, he will be deemed to be in breech of the contract and the dispute will be subject to the Dispute Resolution Procedures of the General Conditions.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 013115

PART 1 GENERAL

1.1 SUMMARY

A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:

1. Preconstruction meeting.
2. Progress meetings.
3. Project closeout meetings.
4. Owner training meetings.

1.2 PRECONSTRUCTION MEETING

A. The Owner will schedule a preconstruction conference before starting construction, at a time convenient to the Contractor and the Owner, but no later than 15 days after the Notice to Proceed. The conference will be held at the Project Site or another convenient location as selected by Owner.

B. Attendance is required of the following:

1. Architect and Architect's consultants.
2. Owner's Representatives.
3. Contractor's Superintendent and Project Manager; Contractor's QC Representative if different individual than the Project Manager.
4. Major Subcontractors.
5. Others, as requested.

C. Discussion will cover items of significance, including the following:

1. Communication chain and persons authorized to direct changes.
2. Submission of executed bonds and insurance certificates.
3. Submission of list of Subcontractors and preliminary progress schedule per Section 013216 - Construction Progress Schedule.
4. The Work.
5. Construction Team roles.
6. Work hours, sequence, phasing, and occupancy.
7. Special project procedures.

8. Procedures and processing for Application for Payments; Change Orders (CO);
9. Requests for Information (RFI); Architect Supplemental Instructions (ASI); Field decisions; Submittals; and others as appropriate.
10. Project record documents including review of as-builts on a regular basis during construction.
11. Construction facilities, and controls.
12. Temporary utilities.
13. Safety and security procedures.
14. Environmental and noise controls.
15. Housekeeping and site maintenance procedures.
16. Utility shutdowns / Outage Request Form.
17. Site Access and Parking.
18. Equipment deliveries and priorities.
19. Testing Procedures.
20. Scheduling Progress Meetings.
21. Schedule Review.
22. Contractor's Quality Control Program
23. Hazardous material abatement procedures, if any.
24. Draft Waste Management Plan
25. Draft IAQ Plan.
26. Use of site and premises by Owner and Contractor.
27. Requirements for start-up of equipment.
28. Inspection and acceptance of equipment put into service during construction period.
29. Others, as appropriate.

D. The Architect will:

1. Conduct the meeting to review contract administration requirements.

2. Record, produce, and distribute copies of the minutes to the Owner and General Contractor within seven (7) days of the meeting.

1.3 PROGRESS MEETINGS

A. For purposes of coordination and scheduling after start of the work, weekly Progress Meetings will be held to enable an orderly review of the construction progress and to provide for systematic discussion and analysis of concerns that may arise relative to execution of the work.

B. Contractor, and Subcontractors as required, shall incorporate attendance at these meetings as part of the Base Bid of the project – no overtime payments will be authorized for Contractor or Subcontractors to attend weekly Progress Meetings or other special meetings if required.

C. Meeting Locations: ADA accessible Contractor's project field office or Owner provided meeting room, unless otherwise agreed.

D. Attendance: Representatives attending meetings are required to be qualified and authorized to act on behalf of their firms. Attendance shall include:

1. Architect and Architect's consultants, as appropriate.

2. Owner's Representatives.

3. Contractor's Superintendent, Project Manager, and QC Representative.

4. Subcontractors, as appropriate.

5. Suppliers, as appropriate.

6. Others, as appropriate.

E. Agenda: Discussion will pertain to items, such as:

1. Attendees; list of attendees and company they represent.

2. Review and approve minutes of previous meeting; written corrections, additions and/or deletions to previous minutes acknowledged.

3. Review of Work in Progress: Discussion and field review.

4. Review Short Interval Schedule.

5. Review Outages.

6. Review construction schedule.

7. Present corrective measures and procedures to regain project schedule, as applicable.

8. Present field observations, problems, and conflicts; discuss concerns pertaining to:

a. Mechanical items.

b. Electrical items.

9. Discuss problems impeding progress schedule.

10. Planned progress during succeeding work period.

11. Review Contractor's quality control system; discuss any concerns and corrective measures.

12. Review submittal schedules and logs, present methods to expedite as required.

13. Review off-site fabrication.

14. Review delivery schedules.

15. Review outstanding RFIs.

16. Review proposed changes for:

a. Effect on construction schedule and on completion date.

b. Effect on any other contracts of the project.

17. Review Change Order Proposal log and finalize prices.

18. Review draft of Application for Payment (at end of month).

19. Confirm status of the "as-built" drawings and review required revisions to Project Record Documents; see update requirements specified below.

20. Confirm status of shop drawing submittals and approvals.

21. Review project safety.

22. Review Waste Management Plan.

23. Review any outstanding Non-Compliance Notices.

24. Review any other business.

25. Confirm next meeting date, location and time plus those requested to be in attendance.

F. Architect will:

1. Administer bi-weekly Progress Meetings throughout work progress;

2. Record and distribute the following by e-mail within 3 working days after the meeting: Meeting Minutes, RFI, ASI, Submittal/Shop Drawing and Cost Change logs. Distribution to include all attendees other than those related to the General Contractor's contract. The General Contractor is responsible to distribute copies to all Contractor attendees.

3. Provide paper copies of the minutes, RFI, ASI, Submittal/Shop Drawing and Cost Change logs to attendees at the next meeting.

4. Ascertain that work is prosecuted consistently with contract documents and construction schedules.

G. At Contractor's option, weekly progress meetings can be held integrally with monthly CPM Scheduling meeting specified herein.

H. Contractor shall be responsible to provide the following at each meeting:

1. Current (and updated if necessary) Short Interval Schedule as specified in Section 013216 - Construction Progress Schedule.

2. Current (and updated if necessary) submittal schedule.

1.4 PROJECT CLOSEOUT MEETINGS

A. For the purpose of attaining project closeout, commencing immediately following established date of Substantial Completion, Contractor's project manager and superintendent and all subcontractors who have outstanding punch list items associated with their work, or as otherwise requested and including all subcontractors involved in the building systems commissioning process, shall attend weekly closeout meetings which shall be held at the jobsite.

B. Such meetings shall be held to review and discuss the resolution of all punch list items in order to attain Final Completion. Closeout meetings shall continue on a weekly basis until all punch list items have been resolved and Final Completion is attained.

1.5 TRAINING MEETINGS FOR OPERATING INSTRUCTIONS OF OWNER'S PERSONNEL

A. Refer to Section 017700 for training requirements related to operating instructions of Owner's personnel.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 013119

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals.

B. Quality assurance.

C. Bar chart schedules (For projects less than $20 million).

D. Review and evaluation.

E. Updating schedules.

F. Distribution.

1.2 DEFINITIONS

A. "Day," as used throughout the Contract unless otherwise stated, means "calendar day."

B. Float: The amount of time between the earliest finish and the latest finish date of an activity or chain of activities on the Critical Path Method (CPM) construction schedule. Float is not for the exclusive use of either the Contractor or the Owner unless otherwise identified in the Contract Documents. Extensions of time for Contract performance will be granted only to the extent that equitable time adjustments to the affected activity or activities exceed the total float time along the affected paths of the currently approved CPM at the time Notice to Proceed was issued for the change.

1.3 SUBMITTALS

A. All schedule submittals, including schedule updates, will be reviewed jointly by the Owner/Architect and the Contractor. Such review of the Contractor's schedules shall not constitute an approval or acceptance of the Contractor's construction means, methods, or sequencing or its ability to complete the Work in a timely manner. Neither the Owner's nor the Architect's review will relieve the Contractor of the sole responsibility for the accuracy, adequacy, or completeness of the schedule, the logic of the schedule, and/or completion of the Contract requirements in accord with such schedule. Neither Owner's nor Architect's review shall constitute acknowledgment that the relationships between various work items or activity durations are reasonable or appropriate.

B. Within 10 days after date of Notice to Proceed, submit proposed preliminary diagram defining planned operations for first 60 days of Work, with general outline for remainder of Work.

C. Participate in review of preliminary and complete diagrams jointly with Architect/Engineer.

D. Within 20 days after joint review of proposed preliminary diagram, submit draft of proposed complete network diagram for review. Include written certification that major, mechanical and electrical Subcontractors have reviewed and accepted the proposed schedule.

E. Submit updated schedules with each Application for Payment.

F. Submit schedules under transmittal letter form specified in Section 013300 - Submittal Procedures. PDF method preferred.

G. Schedule Updates:

1. Overall percent complete, projected and actual.

2. Completion progress by listed activity and sub-activity, to within five working days prior to submittal.

3. Changes in Work scope and activities modified since submittal.

4. Delays in submittals or resubmittals, deliveries, or Work.

5. Adjusted or modified sequences of Work.

6. Other identifiable changes.

7. Revised projections of progress and completion.

H. Narrative Progress Report:

1. Submit with each monthly submission of Progress Schedule.

2. Summary of Work completed during the past period between reports.

3. Work planned during the next period.

4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.

5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.

6. Corrective action taken or proposed.

1.4 QUALITY ASSURANCE

A. Scheduler: Contractor's personnel specializing in CPM scheduling with professional experience in scheduling construction work of complexity comparable to the Project and having use of computer facilities capable of delivering detailed graphic printout within 48 hours of request.

B. Contractor's Administrative Personnel: one year minimum experience in using and monitoring CPM schedules on comparable Projects.

C. Coordination with Subcontractors and Suppliers:

1. The scheduler shall prepare the Project Schedules and their updates in cooperation with major subcontractors and suppliers.

2. In scheduling work of subcontractors and deliveries by suppliers, the Contractor represents that he has agreement regarding the schedule with those supplying materials and performing the work.

D. Reliance Upon the Reviewed Schedule:

1. The Progress Schedule, as reviewed by the Architect, will be an integral part of the Contract and will establish interim completion dates for the various activities under the Contract.

2. Should any activity on the critical path not be completed within 15 calendar days after the stated scheduled date, the Owner shall have the right to require the Contractor to expedite completion of the activity by whatever means appropriate and necessary, without additional compensation to the Contractor. In addition, Contractor shall submit a "Recovery Schedule" which shall logically demonstrate method or methods Contractor proposes to get back on schedule within thirty (30) days of said date; i.e., additional tradespersons, shifts, work days, or crews.

3. In addition to above, should any activity be 15 days or more behind schedule, the Owner shall have the right to perform the activity or have the activity performed by whatever method the Owner deems appropriate.

4. Costs incurred by the Owner and the Architect in connection with expediting construction activity under this Article shall be the responsibility of the Contractor.

5. It is expressly understood and agreed that failure by the Owner to exercise the option either to order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered to set a precedent for any other activities.

1.5 BAR CHART SCHEDULES (FOR PROJECTS LESS THAN $20 MILLION)

A. Format (Microsoft Project or approved software): Bar chart Schedule, to include at least:

1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:

a. Subcontract Work.

b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.

c. Preconstruction conferences.

d. Move-in and other preliminary activities.

e. Equipment and equipment system test and startup activities.

f. Project closeout and cleanup.

g. Work sequences, constraints, and milestones.

2. Listings identified by Specification Section number.

3. Identification of the following:

a. Horizontal time frame by year, month, and week.

b. Duration, early start, and completion for each activity and subactivity.

c. Critical activities and Project float.

d. Subschedules to further define critical portions of Work.

1.6 REVIEW AND EVALUATION

A. Baseline Schedule: The initial Schedule when reviewed by the Architect and Owner shall be identified as the Baseline Schedule and shall be known as Revision 0. Each subsequent reviewed change to the Schedule shall be as a Revision numbered in sequence (Revision 1, 2, 3, etc.). The Baseline Schedule shall be submitted with no progress percentages applied to activities. The first update shall include the preliminary schedule activities and remaining activities updated as of the second monthly pay request.

B. Participate in joint review and evaluation of schedules with Architect/Engineer at each submittal.

C. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.

D. After review, revise schedules incorporating results of review and resubmit within 10 days.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PRELIMINARY CONSTRUCTION SCHEDULE

A. Scope of Preliminary Construction Schedule: The Preliminary Progress Schedule shall detail, at a minimum, all work which will be accomplished in the first 60 calendar days following the Notice to Proceed. The general approach of the balance of the work shall be indicated.

B. Limitation on Construction:

1. Mobilization and submittals can be in process during the review period.

2. No construction work shall be permitted until the Preliminary Construction Schedule is submitted and reviewed.

C. Initial Progress Payment: The first pay request will be based on the update of the preliminary schedule. This submittal shall be in the form of three (3) copies of a computer plotted timescaled logic diagram.

3.2 COMPLETE CONSTRUCTION SCHEDULE

A. Progress Payments:

1. Shall be withheld in the absence of a reviewed Construction Schedule.

2. No adjustment or extension of time shall be granted for failure to meet the activity dates as shown. Failure to comply with these requirements shall be cause for rejection of any progress payments presented thereafter, until such time as these requirements are met.

3.3 DISTRIBUTION

A. Copies of reviewed preliminary Construction Schedule and every reviewed revision thereof shall be submitted to the project web site for review by the: Architect, Owner and everyone whose time performance is essential to achieving the progress shown on the schedule. Notification of these updates shall be emailed to all participants with directions to access web site.

3.4 SHORT INTERVAL SCHEDULE

A. Prepare a 3-week Short Interval ("look-ahead") Schedule for each progress meeting. Show one (1) prior week of actual progress (planned vs actual performance). Forecast two (2) weeks of start and completion dates for each activity, task or event in comparison to the prepared schedule.

1. Activities in the Short Interval Schedule shall relate directly to activities in the Construction Schedule. Each activity shall be coded with the same ID number, specification number, or other reference the contractor uses on the Construction Schedule. The Short Interval Schedule will have more detail, but each of the details must be related to the Construction Schedule coding.

2. Indicate start, on-going, intermittent and completion for each activity, task, or event.

3. The schedule shall show critical path work, as defined by the Construction Schedule that has been affected by any changed conditions authorized through a change order or field order.

B. Distribute paper copies of the Short Interval Schedule to all attendees at each Progress Meeting.

3.5 UPDATES

A. General:

1. The scheduler shall attend all meetings concerning project progress, alleged delays, or time impact.

2. The schedule shall be modified to reflect the original Contract completion date, subject to review by the Owner. Prior to submittal of the schedule update, the Contractor shall submit an advanced worksheet indicating the intended report status. The Owner, Architect and Contractor shall then meet and agree upon the completion status of the work in progress, and any major logic changes proposed by the Contractor.

3. Maintain the Construction Schedule at the project meeting location and update weekly by drawing a line vertically through the corresponding progress of each task on the schedule as of the date of that project meeting. The line shall be in varying colors so that differentiation between weeks is readily apparent.

B. Progress Meetings:

1. Update the reviewed Construction Schedule at each Progress Meeting.

2. Indicate "actual" progress in percent complete for each activity.

3. At each progress meeting discuss the Short Interval Schedule. Any deviation from the planned schedule shall be explained by Contractor, with corrective measures, if necessary, to bring progress of Work back in line with the Contract Completion date.

C. Monthly Update:

1. Contractor shall submit an updated schedule at progress meeting following either one of the following two occurrences:

a. Upon completion of a major milestone; or,

b. When the actual work completed is more than two (2) weeks behind schedule. Should the schedule show the project completion to be more than two weeks behind, the Contractor shall submit a written explanation and recovery schedule outlining corrective action taken or proposed to bring events back on schedule within a 30 day period.

2. Show changes occurring since previous schedule submission, such as:

a. Any major changes in scope, including authorized or Change Orders;

b. Contractor reorganization of his work sequence unrelated to changes in scope;

c. Activities modified since previous submission;

d. Revised projections for progress and completion, as applicable; and

e. Any other identifiable changes.

3. Provide narrative report as needed to define:

   a. Problem areas, anticipated delay, and impact of these on schedule; and

   b. Corrective action recommended and its effect.

D. Subcontractor Participation:

1. Involve all major subcontractors in preparation of the Periodic Updates of the Construction Schedule.

2. Obtain approval of the schedule from each major subcontractor and submit in writing together with the Periodic Updates of the Construction Schedule.

E. Change Orders:

1. Authorized changes to the work shall be included in the schedule network as they occur in the same format and level of detail as contained in the current updated schedule. Enough activities shall be included to adequately describe the work. Code the activities in such a way that they can be identified to the specific Change Order. Insert the Change Order Activities in the network with appropriate logic ties to original network activities.

2. Utilize the time impact analysis submitted with the change order to demonstrate the effect of delays on the overall project schedule.

3.6 TIME EXTENSIONS

A. The Contractor shall notify the Owner and Architect in writing within seven (7) days of the event of any event which could delay performance or supplying of any item of the work affecting the critical path. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Contractor's Construction Schedule, and the action being taken to correct the delay situation.

B. Extensions of time to the Contractor's Contract may be granted only for delays to activities on the critical path that actually delay the Project Completion beyond the date of Substantial Completion, or for delays to activities that transform that activity onto the critical path, and as a result cause a final completion date beyond the contracted final completion date.

C. Following receipt of an executed Change Order extending the Contract Time, the activity data and logic relationships shall be incorporated into the current detailed CPM schedule during the next scheduled progress update, as outlined above in Paragraph E "Change Orders" above. In the event the Contractor is entitled to a change in the Contract Time, the adjustment to the contract Time shall be as defined in the General Conditions.

3.7 ABNORMAL INCLEMENT WEATHER

A. Abnormal Inclement Weather or Unusually Severe Weather: Weather which hinders or prevents work is not a basis for a time extension unless it surpasses in severity the weather reasonably to be expected in the locality at the particular time of year. If a timely notice is filed that a delay was caused by weather sufficiently severe as to entitle additional time, the Contractor is to furnish as promptly as possible thereafter a statement of the portions of the work affected, an explanation as to the reasons work was prevented or hindered by the weather if not readily apparent, the dates on which such portions of work were affected, the total number of days by which the job in its entirety was delayed and any other information which would be of assistance to support the time extension claim such as official weather bureau climatological (www.weather.gov) data for several prior years.

B. Except for site work which may critically affect the Contract Time, no extension of time will be made for abnormal inclement weather after the principle portions of the Work are sufficiently closed-in (exterior walls up and roof in place) so as to permit any structure, or major portion thereof which is part of the Work, to be adequately heated so as to allow the various trades to perform their work.

C. If the total calendar days lost due to abnormal inclement weather, from the start of the Work at the Project site by the Contractor until the principle portions of the Work are enclosed, exceeds the total number of days to be expected for the same period, a time extension, if granted, shall only be the number of calendar days needed to equal the excess number of calendar days lost due to such abnormal inclement weather.

END OF SECTION 013216

PART 1 GENERAL

1.1 SECTION INCLUDES

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following

1. Submittal procedures.
2. Construction progress schedules.
3. Proposed product list.
4. Product data.
5. Use of electronic CAD files of Project Drawings.
6. Shop Drawings.
7. Samples.
8. Other submittals.
9. Test reports.
10. Certificates.
11. Manufacturer's instructions.
12. Manufacturer's field reports.
13. Construction photographs.
14. Special job-site submittals.

B. Contractor review.

C. Architect/Engineer review.

D. Consent for release of electronic media.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's and Construction Manager's responsive action.

B. Informational Submittals: Written and graphic information and physical Samples that do not require Architect/Engineer's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

A. Before submittal of shop drawings, brochures, and lists, Contractor shall carefully review same for proper identification, completeness, correctness, dimensions, and technical applicability to the Contract Document requirements and note all corrections, items needing clarification, additional comments, and the like. Upon thorough review and subsequent acceptance by the Contractor, if so accepted, Contractor is to note its approval together with said notes or amendments thereto for compliance with the Contract Documents by suitable stamp, date and the signature of the Contractor or its authorized representative. Submittals will be returned to the Contractor without action by the Architect if the items submitted are not stamped, signed, and identified as approved or approved as noted or other similar language indicating approval by the Contractor, or if the submittal is obviously not thoroughly reviewed.

B. Submission of shop drawings and samples shall be accompanied by a transmittal letter containing Project name, Contractor's name, number of drawings and samples, titles and other pertinent data.

C. Many products are specified by one or more named products/manufacturers. In those circumstances where Contractor submits an unnamed, non-prior approved product/manufacturer during this ‘shop drawing’ phase, said submittal shall be submitted in conformance with Section 012500 - Substitution Procedures.

D. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

a. The Contractor shall provide submittals requiring coordination with other submittals to the Architect at one time. The Architect will review submittals as received, provide comments, and return them to the Contractor. If the Contractor did not submit all submittals requiring coordination at the same time, and a later submittal identifies conflicts, the Contractor will be responsible for all costs associated with changes necessary to properly coordinate the installation of the materials.

3. To avoid the need to delay installation as a result of the time required to process submittals, the Contractor shall anticipate the review times noted in this section and anticipate the possibility of a resubmittal or rejected submittal and the effect that action would have on the Project schedule.

a. All required submittals shall be initially received by the Architect within 60 days following the Notice to Proceed date, or sooner as required by the following submittal review times, to meet the Construction Schedule need for materials related to the submittals. Submittals received after these time periods shall not be a cause for delay claims to the Project. Architect will not accelerate review time for submittals received after the indicated time periods, regardless of any potential impact to the Contractor's schedule.

b. Submittals requiring color selection and material selection are interdependent on receiving all submittals at the same time that have such selection requirements. Allow 20 working days from the date of receipt of the last such submittal by the Contractor for the Architect to complete color selections and mail out from the Architect's office.

c. Allow additional 5 working days for submittals requiring Architect consultant review.

d. For all other submittals allow 10 working days, after receipt by the Architect, to complete the initial review and mail out from the Architect's office.

e. If the Architect must delay processing a submittal to permit coordination with subsequent submittals, the 10 working days will begin upon receipt of the last such coordination submittal from the Contractor.

f. If several submittals are provided by the Contractor at the same time, allow 20 working days after receipt by the Architect to complete the initial review and respond. Provide an "Order of Priority List" to the Architect with the submittal.

g. If an intermediate submittal is necessary, process the same as the initial submittal.

h. Allow 10 working days for reprocessing each submittal after receipt unless noted otherwise.

E. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block. Consecutively number each submittal beginning with the number 001.

1. Provide adequate space for the Contractor's stamp and approval, plus a space approximately 4 by 5 inches each on the label or beside the title block on Shop Drawings to record the Architect's review and approval markings and the action taken.

2. Include the following information on the label or title block for processing and recording action taken.

a. Project name and job number.

b. Date.

c. Name and address of the Architect.

d. Name and address of the Contractor, subcontractor, supplier and manufacturer as appropriate.

e. Number and title of appropriate Specification Section.

f. Drawing number and detail references, as appropriate.

F. Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned through the Contractor without action. Submittals not requested will be returned unprocessed.

1. Address no more than one topic or related topics on a single transmittal (i.e. mechanical items shall not be submitted under same transmittal with electrical items, even though the same Contractor/subcontractor may be responsible for both).

2. Record relevant information, deviations, and requests for data, including minor variations and limitations from the Contract Documents.

3. Shop drawings, product data, samples, and mock-up as required for submissions by the technical specification sections are to be submitted for Architect's review/approval until "No Exception Taken" or "Make Corrections Noted" is obtained. The number of submittals required is noted in parenthesis.

a. Shop Drawings: (2) sets; plus one (1) additional set for Structural, Mechanical and Electrical submittals. Or one PDF if transmitted electronically (PDF method preferred).

b. Product Data: (2) copies; plus one (1) additional copy for Structural, Mechanical and Electrical submittals. Or one PDF if transmitted electronically (PDF method preferred).

c. Samples: (3) each.

d. Mock-ups: As required by any technical specification section.

e. Reference applicable mechanical and electrical technical specifications' sections for additional submittal requirements.

4. Number submittals as follows: Numerical Order, Spec Section and Revision.

5. In the event of the need to "Revise and Resubmit" a submittal, resubmit same in acceptable form/content, clearly identifying deviations from previous submittal content.

G. Do not transmit submittals directly to Architect's consultants. Architect will review and transmit submittals to consultants for their review.

H. Prior to submitting transmittals required by Building Code to building code officials and other Authorities Having Jurisdiction (AHJ), transmit submittals to Architect for review and approval.

I. Maintain copy in project Field Office of each submittal, regardless of status, along with a current Submittal Log,

1.4 CONSTRUCTION PROGRESS SCHEDULE SUBMITTALS

A. Comply with Section 013216 - Construction Progress Schedule

1.5 PROPOSED PRODUCT LIST

A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name and model number of each product.

B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation and reference standards.

1.6 PRODUCT DATA

A. Product Data: Submit to Architect/Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.

B. Submit electronic submittals via email as PDF electronic files.

C. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information specific to this Project.

D. Indicate product utility and electrical characteristics, utility connection requirements and location of utility outlets for service for functional equipment and appliances.

E. After review, distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.

B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:

1. Use of files is solely at receiver's risk. Architect/Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy or conflict between information on electronic media and that in Contract Documents, notify Architect/Engineer of discrepancy and use information in hard-copy Drawings and Specifications.

2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.

3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.

4. Receiver shall not hold Architect/Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation or use of this electronic information.

5. Receiver shall understand that even though Architect/Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.

6. Receiver shall not hold Architect/Engineer responsible for such viruses or their consequences and shall hold Architect/Engineer harmless against costs, losses or damage caused by presence of computer virus in files or media.

7. The Contractor is to obtain a Consent for Release of Electronic Media per attached form (an electronic version of this form is available upon request). Subcontractors are to obtain this information from the Contractor and their use of the electronic files is subject to the same conditions.

1.8 SHOP DRAWINGS

A. Shop Drawings: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

B. Submit drawings drawn to accurate scale. Shop drawings are not intended to change the design. Do not reproduce Contract documents or copy standard information for use as Shop Drawings. Standard information prepared without specific references to the project is not a Shop Drawing.

C. Provide fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:

1. Dimensions.

2. Identification of products and materials included.

3. Compliance with specified standards.

4. Notation of coordination requirements.

5. Notation of dimensions established by field measurements.

6. Any deviation from contract drawings or specifications.

7. Date when review has to be finalized to meet schedule.

D. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.

1. Include signed and sealed calculations to support design.

2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.

3. Make revisions and provide additional information when required by authorities having jurisdiction.

F. All items shown on shop drawings that do not conform to plans and specifications shall be specifically noted as such (flagged) and brought to the Architect's attention. In any case, the Architect's stamp of review shall not include approval of unauthorized changes in the Contract Documents, except where specific written approval is given.

G. Contractor is responsible for obtaining and distributing required shop drawings to its subcontractors and material suppliers after, as well as before, final review by the Architect. Prints or PDF’s of reviewed shop drawings shall be made from approved submittals which carry the Contractor's and Architect's appropriate stamps. Architect/Owner and applicable consultants and AHJ shall retain copies of each shop drawing submittal.

H. Submit electronic submittals via email as PDF electronic files.

1.9 SAMPLES

A. Samples: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.

B. Samples for Selection as Specified in Product Sections:

1. Submit to Architect/Engineer for aesthetic, color and finish selection.

2. Submit Samples of finishes, textures and patterns for Architect/Engineer selection.

C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.

1. Where variation in color, pattern, texture or other characteristics are inherent in the material, submit not less than four (4) units to show approximate limits of the variations.

D. Include identification on each Sample, with full Project information.

E. Submit number of samples specified in individual Specification Sections; Architect/Engineer may retain one sample.

F. Reviewed Samples, which may be used in the Work, are indicated in individual Specification Sections.

G. Samples will not be used for testing purposes unless specifically stated in Specification Section.

H. Unless noted otherwise in the relevant technical section of these specifications, remove all samples and mock-ups from the project site, after review and approval by the Owner and Architect.

1.10 OTHER SUBMITTALS

A. Closeout Submittals: Comply with Section 017000 - Execution and Closeout Requirements.

1.11 TEST REPORTS

A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 CERTIFICATES

A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect/Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

A. Informational Submittal: Submit manufacturer's installation instructions for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Architect/Engineer in quantities specified for Product Data.

C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.14 MANUFACTURER'S FIELD REPORTS

A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.

B. Submit a PDF report within 5 days of observation to Architect/Engineer for information unless it is needed sooner.

C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.15 CONSTRUCTION PHOTOGRAPHS

A. Provide photographs of Site and construction throughout progress of Work produced by an experienced photographer acceptable to Architect/Engineer.

B. Submit photographs with Application for Payment.

C. Take sufficient Site photographs from different directions and sufficient interior photographs indicating relative progress of the Work, 5 days maximum before submitting pay request, to confirm progress.

D. Identify each print on back, identify digital prints with file name. Identify name of Project, contract number, orientation of view, date and time of view and photographer's numbered identification of exposure.

E. Digital Images: Deliver complete set of digital image electronic files on CD-ROM or other approved media to Architect with project record documents. Identify electronic media with date photographs were taken (not necessary on digital prints). Submit images that have same aspect ratio as sensor, uncropped.

1. Digital Images: Uncompressed JPG or other approved format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1024 by 768 pixels.

1.16 SPECIAL JOB-SITE SUBMITTALS

A. Hazardous Chemical Inventory:

1. In order to comply with the State of Washington’s Hazard Communication Standard (Chapter 296-800-170 WAC), the Owner requires the Contractor to provide a complete inventory of all potentially hazardous chemicals which the Contractor (including subcontractors) will bring into or produce at the work site. This inventory shall be submitted to the Architect no later than three days prior to the chemicals arrival on site. Specific information for each chemical, in the form of Material Safety Data Sheets (MSDS), and the personal protective equipment required for working with the materials (respirators, special clothing, etc.) shall be included in the submittal.

2. The Contractor shall revise this information as necessary (i.e. when new chemicals are brought onto or produced at the worksite), with updates forwarded to the Architect. A complete and accurate copy of this information shall be immediately available at the Contractor's worksite office for reference by Owner representatives and the Contractor's employees during the Contractor's working hours.

B. Submit revised inventory monthly or whenever changes are made.

1.17 CONTRACTOR REVIEW

A. Review for compliance with Contract Documents and approve submittals before transmitting to Architect/Engineer.

B. Contractor: Responsible for:

1. Determination and verification of materials including manufacturer's catalog numbers.

2. Determination and verification of field measurements and field construction criteria.

3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.

4. Determination of accuracy and completeness of dimensions and quantities.

5. Confirmation and coordination of dimensions and field conditions at Site.

6. Construction means, techniques, sequences and procedures.

7. Safety precautions.

8. Coordination and performance of Work of all trades.

C. Stamp, sign or initial and date each submittal to certify compliance with requirements of Contract Documents.

D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Architect/Engineer.

1.18 ARCHITECT/ENGINEER REVIEW

A. Do not make "mass submittals" to Architect/Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Architect/Engineer's review time stated above will be extended as necessary to perform proper review. Architect/Engineer will review "mass submittals" based on priority determined by Architect/Engineer after consultation with Owner and Contractor.

B. Informational submittals and other similar data are for Architect/Engineer's information, do not require Architect/Engineer's responsive action and will not be reviewed or returned with comment.

C. Submittals made by Contractor, which are not required by Contract Documents, may be returned without action.

D. Architect review of submittals does not relieve the Contractor from his responsibilities for conformance with the Contract Documents, proper installation, compliance with applicable codes, or coordination of the Work.

E. Submittal approval does not authorize changes to Contract requirements unless accompanied by: Change Order, Architect's Supplemental Instruction, Field Order, Substitution Request or Construction Change Directive.

F. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

G. The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be marked to indicate the action to be taken.

H. The Architect will distribute the reviewed submittals to:

1. Architect project file and/or Owner.

2. AHJ (as required)

3. Architect sub-consultants.

4. Contractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 013300

integrus ARCHITECTURE

CONSENT FOR THE RELEASE OF ELECTRONIC MEDIA

Project:	Longview School District Indoor Air Quality Improvements – Air Balancing	Recipient:	
Architect's Project No.:	22220.00	Date:	

The Recipient and the Architect hereby approve the release of electronic media as follows:

1. The Recipient agrees, to the fullest extent permitted by law, to indemnify and hold the Architect and its Consultants harmless from any damage, liability, or cost, including reasonable attorney's fees and cost of defense arising from any reuse or modifications of the electronic media by the Recipient or any person or entity which acquires or obtains the electronic media from or through the Recipient. In no event shall the Architect or its Consultants be liable for any loss of profit or any damages.

2. The Architect and Consultants make no warranties, either express or implied, of merchantability and fitness for any particular purpose.

3. Files are recognized to be subject to alteration, degradation, erosion and erasure. The Recipient is advised to check all electronic media for computer viruses before loading the files. The Recipient agrees to indemnify and hold harmless the Architect and its Consultants from and against all claims of any kind put forth by the Recipient or others as a result of inadvertent viruses transmitted with the electronic files.

4. The electronic files are provided as a convenience to the Recipient and are not considered the Contractual Instruments of Service nor considered "Contract Documents" or "Drawings of Record" or "Construction Documents" or "As-Built Drawings."

5. The Architect and Consultants shall be deemed the authors of the transferred media, and will retain all common law, statutory and other reserved rights, in addition to the copyright. Each party shall have the right to alter, modify or delete materials without consequence to the other party, as long as the changes are not attributed to the other party.

6. The information is for use on this project only and not to be used for other purposes.

7. Recipient agrees to compensate Architect and Consultant reasonable costs for preparation of the electronic files as agreed upon.

Approved by Owner:			
Name:		By:	
Date:		Title:	
Approved by Architect:		Accepted by Recipient:	
Name:	Integrus Architecture, P.S.	Name:	
By:		By:	
Title:		Title:	
Date:		Date:	

10 South Cedar P.O. Box 1482 Spokane, WA 99201 509-838-8681 FAX 509-838-2194

A Professional Service Corporation

10 South Cedar P.O. Box 1482 Spokane, WA 99201 509-838-8681 FAX 509-838-2194
A Professional Service Corporation

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality control.

B. Tolerances.

C. References.

D. Labeling.

E. Manufacturers' field services.

1.2 QUALITY CONTROL

A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.

B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

C. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

D. Perform Work using persons qualified to produce required and specified quality.

E. Products, materials, and equipment may be subject to inspection by Architect/Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.

F. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

G. Comply fully with manufacturers' instructions, including each step in sequence.

1. Should manufacturers' instructions conflict with Contract Documents; request clarification from Architect before proceeding.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within thirty (30) days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to Owner, Architect testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

D. Allow tolerances for thermal expansion and effects of mechanical vibration.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.

C. Obtain copies of standards and maintain on Site when required by product Specification Sections.

D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference in reference documents.

F. Abbreviations and Names: Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade and Professional Associations of the U.S.," which are available in most libraries or a search engine dedicated to construction industry data such as http://www.4specs.com or http://www.arcat.com.

1.5 LABELING

A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.

B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:

1. Model number.

2. Serial number.

3. Performance characteristics.

C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 MANUFACTURER'S FIELD SERVICES

A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment and commissioning as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer is subject to approval of Architect/Engineer.

C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.

D. Refer to Section 013300 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.

2. Description of the Work tested or inspected.

3. Date test or inspection results were transmitted to Architect.

4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project Site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect’s reference during normal working hours.

3.2 ACCEPTABLE TESTING AGENCIES

A. Testing Agency used to be approved by Owner and Architect.

3.3 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Comply with the Contract Document requirements. See Section 017000 – Execution and Closeout Requirements.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities:

1. Protection of Existing Utilities.
2. Temporary heating.
3. Temporary cooling.
4. Temporary ventilation.
5. Communication services.

B. Construction Facilities:

1. Vehicular access.
2. Parking.
3. Progress cleaning and waste removal.
4. Project identification.
5. Traffic regulation.
6. Fire-prevention facilities.

C. Temporary Controls:

1. Barriers.
2. Traffic and Pedestrian Obstructions.
3. Enclosures and fencing.
4. Security.
5. Noise control.
6. Pest and rodent control.
7. Pollution control.
8. Hazardous Material Spills.

D. Removal of utilities, facilities, and controls.

1.2 PROJECT CONDITIONS

A. Temporary Utilities: Within 15 calendar days of the Notice to Proceed, the Contractor shall submit to the Architect and Owner a schedule and a location sketch indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on site.

1.3 PROTECTION OF EXISTING UTILITIES

A. Concealed utilities of record are shown on Drawings. These are not necessarily exact with respect to location or completeness. Contractor to coordinate utility locates prior to excavation.

B. Notify Owner in writing, on each occasion, of intent to work near or on existing underground utility services or structures that may affect Owner occupied portions of Project Site. Submit procedure for safe and continuous operation of services. Do not proceed prior to approval.

C. Proceed with sufficient caution to preclude damaging utilities known or unknown. In event unidentified utilities are encountered, promptly notify Owner.

D. In the event Owner’s utilities are damaged during construction, promptly provide temporary services and make repairs to maintain continuity of services at the Contractor's expense.

1.4 TEMPORARY HEATING

A. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.

B. Enclose building before activating temporary heat according to "Enclosures and Fencing" Article in this Section.

C. Before operating permanent equipment for temporary heating purposes, verify installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance and regular replacement of filters and worn or consumed parts. Replace filters at Substantial Completion.

D. Where construction is in progress, provide a dust free atmosphere and heating for curing, reducing moisture and humidity and suitable temperatures for installation of specified products unless indicated otherwise in specifications. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress unless indicated otherwise in individual product Sections.

E. Portable Heaters: Electric, non-combustion, forced air fan units complete with controls, acceptable to Owner and Architect. Use of heaters that generate moisture or hazardous fumes are prohibited.

1.5 TEMPORARY COOLING

A. Existing cooling systems shall not be used during construction.

B. Provide and pay for cooling devices and cooling as needed to maintain specified conditions for construction operations.

1.6 TEMPORARY VENTILATION

A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity and to prevent accumulation of dust, fumes, vapors or gases.

B. When hazardous chemicals, mineral-spirit based paints, adhesives, or other similar materials are used, the Contractor shall exhaust toxic, noxious, or odor producing fumes from the building. Method of exhaust shall ensure safety of building occupants and pedestrians in and around the project site. All existing building supply and return air ductwork within the construction area shall be capped air-tight to prevent distribution of fumes throughout the building.

C. Replace filters, clean and lubricate system prior to acceptance by Owner.

1.7 COMMUNICATION SERVICES

A. Post in field office a list of important telephone numbers.

1. Police and fire departments.

2. Ambulance service.

3. Contractor's home office.

4. Architect's office.

5. Owner's Office.

6. Principal subcontractors' field and home offices.

B. Provide mobile telephone for superintendent's use, to be operational and kept on his/her person at all times during working hours under this contract.

1.8 VEHICULAR ACCESS

A. Locate as approved by Architect/Engineer.

B. Provide unimpeded access for emergency vehicles. Maintain 20 foot wide driveways with turning space between and around combustible materials.

C. Provide and maintain access to fire hydrants and control valves free of obstructions.

D. Provide means of removing mud from vehicle wheels before entering streets to AHJ standards.

E. Use designated existing on-Site roads for construction traffic.

1.9 PARKING

A. Locate as approved by Architect/Engineer.

B. If Site space is not adequate, provide additional off-Site parking.

C. Use of designated areas of existing parking facilities used by construction personnel is permitted.

D. Do not allow heavy vehicles or construction equipment in parking areas.

E. Designate one parking space for Architect/Engineer/Owner's Representative.

F. Permanent Pavements and Parking Facilities:

1. Bases for permanent roads and parking areas may be used for construction traffic.

2. Avoid traffic loading beyond paving design capacity. Tracked vehicles are not allowed.

G. Maintenance:

1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, ice and the like.

2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water and other deficiencies, to maintain paving and drainage in original condition.

H. Removal, Repair:

1. Remove temporary materials and construction at Substantial Completion.

2. Remove underground Work and compacted materials to depth of 2 feet; fill and grade Site as indicated.

3. Repair facilities damaged by use, to original condition.

1.10 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces, before enclosing spaces.

C. Broom and vacuum clean interior areas before starting surface finishing and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and rubbish from Site weekly and dispose of off-Site.

E. Provide adequate storage for all items, awaiting removal from the job site, observing all requirements for fire prevention and protection of the ecology

F. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

G. Dispose of flammable, hazardous and toxic waste materials on daily bases. Do not permit storage inside buildings.

H. Provide vehicles to haul materials off site that are constructed and loaded so as to prevent any leaking of materials from the vehicle (RCW 46.61.655). Keep sidewalks, lawns, parking areas and streets clear of all construction materials, debris, gravel, rock and dirt attributed to the General Contractor or the sub-contractors. Clean up these areas on a daily and/or "upon request" basis as determined by the Architect's representative.

1.11 PROJECT IDENTIFICATION

A. Project Identification Sign:

1. One sign, 32-sq ft area, with bottom at 6 feet above ground.

2. Content:

a. Project title and name of Owner.

b. Names and titles of authorities.

c. Names and titles of Architect/Engineer and Consultants.

d. Name of Prime Contractor and major Subcontractors.

3. Graphic Design, Colors, and Style of Lettering: approved by Architect/Engineer.

B. Project Informational Signs:

1. Informational signs of same colors and lettering as Project identification sign or standard products; size lettering for legibility at 100-foot distance.

2. Provide sign at each field office and storage shed and provide directional signs to direct traffic into and within Site. Relocate as Work progress requires.

3. No other signs are allowed without Owner's permission except those required by law.

C. Design sign and structure to withstand 60-mph wind velocity.

D. Sign Company: Experienced as professional sign manufacturer/installer for minimum of three years.

E. Finishes, Painting: Adequate to withstand weathering, fading and chipping for duration of construction.

F. Sign Materials:

1. Structure and Framing: structurally adequate.

2. Sign Surfaces: Exterior grade plywood with medium-density overlay, minimum of 3/4 inches thick, standard large sizes to minimize joints.

3. Paint and Primers: Exterior quality, two coats; sign background of color as selected.

4. Lettering: Precut vinyl self-adhesive products, white.

G. Installation:

1. Install Project identification sign within 15 days after date established by Notice to Proceed.

2. Erect at approved location of high public visibility adjacent to main entrance to Site.

3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.

4. Install sign surface plumb and level, with butt joints. Anchor securely.

5. Paint exposed surfaces of sign, supports and framing.

H. Maintenance: Maintain clean signs and supports; repair deterioration and damage.

I. Removal: Remove signs, framing, supports and foundations at completion of Project and restore area.

J. No other signs are allowed without Owner permission except those required by law.

1.12 TRAFFIC REGULATION

A. Signs, Signals, and Devices:

1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.

2. Traffic Control Signals: As approved by local jurisdiction.

3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.

4. Flag Person Equipment: As required by authorities having jurisdiction.

B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

D. Haul Routes:

1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.

2. Confine construction traffic to designated haul routes.

3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.

E. Traffic Signs and Signals:

1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.

3. Relocate signs and signals as Work progresses, to maintain effective traffic control.

F. Removal:

1. Remove equipment and devices when no longer required.

2. Repair damage caused by installation.

3. Remove post settings to depth of 2 feet, compact and finish to match adjacent grade.

1.13 FIRE-PREVENTION FACILITIES

A. Prohibit smoking within buildings under construction and demolition. Tobacco products are not permitted on grounds and construction site during the Work of this Contract.

B. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

C. Standpipes: Install minimum of one standpipe for use during construction before building reaches 40 feet in height.

D. Portable Fire Extinguishers: NFPA 10; 10-pound capacity, 4A-60B: C UL rating.

1. Provide one fire extinguisher at each stairway on each floor of buildings under construction and demolition.

2. Provide minimum of one fire extinguisher in every construction trailer and storage shed.

3. Provide minimum of one fire extinguisher on roof during roofing operations using heat-producing equipment.

1.14 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way.

C. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.15 TRAFFIC AND PEDESTRIAN OBSTRUCTIONS

A. Provide signs and/or flag-persons in accordance with WAC 296-155-305 and RCW 47.36.200 for deliveries or operations which obstruct traffic in the street.

B. Contractor's equipment located on sidewalks or other pedestrian ways shall be suitably barricaded for cane detection as a warning for sight impaired persons. Barricade shall include a horizontal member at a maximum of two feet above the walking surface. Pedestrian traffic will be diverted with appropriate signs, barricades, fences, etc., from any area where contractor equipment or operations may pose a threat to the safety and health of passing pedestrians.

1.16 ENCLOSURES AND FENCING

A. Construction: approved Contractor's option.

B. Provide 6-foot-high fence around construction Site; equip with vehicular gates with locks.

1. Post fence with "Danger Hard Hat Area" signs at maximum 50 foot centers.

C. Exterior Enclosures:

1. Provide temporary insulated, weathertight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

D. Interior Enclosures:

1. Provide temporary partitions and ceilings as required to prevent damage to existing materials and equipment.

1.17 SECURITY

A. Security Program:

1. Protect Work on existing premises and Owner's operations from theft, vandalism, and unauthorized entry.

2. Initiate program at Project mobilization.

3. Maintain program throughout construction period until directed by Architect/Engineer.

1.18 NOISE CONTROL

A. Provide methods, means and facilities to minimize noise produced by construction operations to level required by AHJ.

1.19 PEST AND RODENT CONTROL

A. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.20 POLLUTION CONTROL

A. Comply with pollution and environmental control requirements of authorities having jurisdiction.

B. The Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution and shall conduct and schedule its operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution. Provide a Stormwater Pollution Prevention Plan (SPPP) as required by the Washington State Department of Ecology. Submit for approval to DOE and make corrections required. Pay the permit fee required by DOE.

1.21 HAZARDOUS MATERIALS SPILLS

A. If hazardous materials are released on the construction premises, a record of type of materials spilled, quantity, containment, cleanup, decontamination and disposal mechanisms used, reports made to regulatory agencies, and records of regulatory agency activity, if any, shall be kept by the Contractor and provided to Architect.

B. Contractor and all subcontractors shall immediately report all spills of hazardous materials to Architect.

C. The Contractor shall be responsible for spill containment, regulatory reporting, cleanup, decontamination, and waste disposal which meets WAC 173-340 and 173-303. See Section 017419 - Construction Waste Management, "Dangerous Waste Management," for additional information regarding disposal of hazardous materials.

1.22 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials before Substantial Completion inspection.

B. Remove underground installations to minimum depth of 2 feet. Grade Site as indicated on Drawings.

C. Clean and repair damage caused by installation or use of temporary Work.

D. Restore facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 015000

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Product delivery requirements.

C. Product storage and handling requirements.

D. Product options.

E. Damaged Products.

F. General Product Requirements

G. Equipment electrical characteristics and components.

1.2 PRODUCTS

A. At minimum, comply with specified requirements and reference standards.

B. Specified products define standard of quality, type, function, dimension, appearance and performance required.

C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.

D. Where Specifications include the phrase “as selected from manufacturer’s colors, patterns, textures” or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.

1. Standard Range: Where Specifications include the phrase “standard range of colors, patterns, textures” or similar phrase, Architect will select color, pattern, or texture from manufacturer’s product line that does not include premium items.

2. Full Range: Where Specifications include the phrase “full range of colors, patterns, textures” or similar phrase, Architect will select color, pattern, or texture from manufacturer’s product line that includes both standard and premium items.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Comply with delivery requirements in Section 017419 - Construction Waste Management and Disposal.

B. Schedule delivery of products affecting Progress Schedule critical path to complete project within time of completion stated in the Agreement. Associated cost increases due to failure to meet accelerated delivery schedules and deliveries of long lead time products are responsibility of Contractor.

C. Coordinate to avoid conflict with work and site conditions. Limit long term site storage, overcrowding of limited storage space, and conflict with available equipment and personnel for handling Products.

D. Coordinate delivery to limit storage time for Products that are flammable, hazardous, easily damaged, subject to deterioration, or liable for theft or loss.

E. Transport and handle products according to manufacturer's instructions.

F. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE REQUIREMENTS

A. Store and protect products according to manufacturer's instructions.

B. Store products with seals and labels intact and legible.

C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.

D. For exterior storage of fabricated products, place products on sloped supports aboveground.

E. Provide bonded off-Site storage and protection when Site does not permit on-Site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT HANDLING REQUIREMENTS

A. Provide equipment and personnel necessary to handle Products, including those furnished by Owner, by methods to prevent soiling, damage, or loss of Products and protective packaging.

B. Provide additional protection during handling as necessary to prevent scraping, marring, and other damage to Products and surrounding surfaces.

C. Handle Products by methods to prevent bending or overstressing.

D. Lift heavy components only at designated lifting points.

1.6 DAMAGED PRODUCTS

A. Promptly remove damaged and deteriorated Products from premises. Replace with new undamaged materials conforming to Contract Documents.

1.7 PRODUCT OPTIONS

A. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 012500 - Substitution Procedures.

PART 2 PRODUCTS

2.1 GENERAL PRODUCT REQUIREMENTS

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

1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.

2. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar application.

B. Additional Requirements: Material and equipment incorporated in to the work:

1. Shall conform to applicable specifications and standards.

2. Shall comply with size, make, type and quality specified or as specifically approved in writing by Architect.

3. Shall be free of ASBESTOS, FORMALDEHYDE and LEAD.

4. Manufactured and Fabricated Products:

a. Manufacture like parts of duplicate units to standard sizes and gauges; parts to be interchangeable.

b. Two or more items of the same kind to be identical and by same manufacturer (whether furnished under one Section or more).

c. Products shall be suitable for service conditions. Adhere to indicated equipment capacities, sizes, and dimensions unless variations are specifically approved in writing.

d. Except where field finishing is specified or otherwise required, products and fabricated items shall be pre-finished off-site.

e. Do not use materials and equipment for other than designed or specified purposes and uses.

2.2 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.

B. Cord and Plug: Furnish minimum 6-foot long cord and plug including grounding connector for connection to electric wiring system. Cord of longer length may be specified in individual Specification Sections or required for actual connection.

PART 3 EXECUTION - NOT USED

END OF SECTION 016000

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Starting of systems.

B. Project record documents.

C. Execution Cutting and patching.

D. Special Procedures.

E. Protecting installed construction.

1.2 STARTING OF SYSTEMS

A. Coordinate schedule for startup of various equipment and systems.

B. Notify Architect/Engineer seven days prior to startup of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

D. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.

E. Verify that wiring and support components for equipment are complete and tested.

F. Execute startup under supervision of manufacturer's representative or Contractors' personnel according to manufacturer's instructions.

G. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation.

H. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

I. Starting Systems: The Commissioning Agent shall witness all Startups of equipment required to be commissioned.

J. Submit a report, PDF format preferred according to Section 013300 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.3 PROJECT RECORD DOCUMENTS

A. Maintain on Site one set of the following record documents; record actual revisions to the Work:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed Shop Drawings, product data, and Samples.
6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates used.
3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:

1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
2. Include locations of concealed elements of the Work.
3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
5. Identify and locate existing buried or concealed items encountered during Project.
6. Measured depths of foundations in relation to finish floor datum.
7. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
8. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

9. Field changes of dimension and detail.

10. Details not on original Drawings.

11. Provide photographs of congested areas before closed in by Gyp or finishes.

G. Submit PDF electronic files of marked-up documents to Architect/Engineer before Substantial Completion.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual Specification Sections.

D. Verify that utility services are available with correct characteristics and in correct locations.

E. Installer’s Inspection of Conditions

1. Require Installer of each major unit of work to inspect substrate to receive the work, and conditions under which the work will be performed, and to report (in writing to Contractor) unsatisfactory conditions.

2. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

F. Contractor’s Inspection. Inspect each item of material or equipment immediately prior to installation, and reject damaged and defective items.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.3 EXECUTION

A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.

B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

1. Do not omit any preparatory step or installation procedure unless it is:

a. Verified with and accepted by Architect in writing.

b. Specifically modified or exempted by Contract Documents.

C. Perform additional requirements that are specified which are greater than the manufacturer's requirements and do not have a deleterious effect on the product being installed.

D. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.

E. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.

2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.

3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Architect/Engineer for final decision.

F. Allow for expansion of materials and building movement.

G. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.

1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.

2. Coordinate enclosure of Work with required inspections, photographs and tests to minimize necessity of uncovering Work for those purposes.

H. Adjust operating products and equipment to ensure smooth and unhindered operation.

I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

3.4 CUTTING AND PATCHING

A. Employ skilled and experienced installers to perform cutting and patching.

B. Submit request in advance of cutting or altering elements affecting:

1. Structural integrity of element.

2. Integrity of weather-exposed or moisture-resistant elements.

3. Efficiency, maintenance or safety of element.

4. Visual qualities of sight-exposed elements.

5. Work of Owner or separate contractor.

C. Execute cutting, fitting, and patching, including excavation and fill to complete Work and to:

1. Fit the several parts together, to integrate with other Work.

2. Uncover Work to install or correct ill-timed Work.

3. Remove and replace defective and nonconforming Work.

4. Remove samples of installed Work for testing.

5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Structural Work: Conform to Structural requirements for cutting of structural members. Do no cutting of structural elements that could reduce structural load capacity, deflection ratio, or integrity of structural systems without prior direction from Structural Engineer.

E. Plumbing, Heating, Ventilating and Air Conditioning, and Electrical Work: Refer to Division 23.

F. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.

G. Cut masonry and concrete materials using masonry saw or core drill.

H. Restore Work with new products according to requirements of Contract Documents.

I. Fit Work tight to pipes, sleeves, ducts, conduits and other penetrations through surfaces.

J. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

K. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

L. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

M. Leave areas clean and free from debris. Remove spillage, soiling, sealants and overspray from finished surfaces.

3.5 PROTECTING INSTALLED CONSTRUCTION

A. In-Place Protection

1. General

a. During handling and installation of work at project site, clean and protect work in progress and adjoining work on a basis of perpetual maintenance.

b. Clean and perform maintenance on newly installed work as frequently as necessary through remainder of construction period.

c. Adjust and lubricate moving components to ensure operability without damaging effects. Contractor is responsible for function, condition and unblemished appearance of all work on Project, and any item or work judged defective by Architect shall be subject to replacement at no additional cost to Owner.

B. To extent possible through reasonable control and protection methods, supervise performance of work in a manner and by means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposures during construction period.

C. Protect installed Work and provide special protection where specified in individual Specification Sections.

D. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.

E. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

F. Use durable sheet materials to protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.

G. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

H. Prohibit traffic from landscaped areas.

I. Remove protective devices when no longer needed, prior to completion of work

3.6 SPECIAL PROCEDURES

A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.

B. Employ skilled and experienced installer to perform alteration work.

C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.

D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

E. Remove debris and abandoned items from area and from concealed spaces.

F. Prepare surface and remove surface finishes to permit installation of new work and finishes.

G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.

H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original condition.

I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.

J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect for review.

L. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing smooth transition to Architect for review.

M. Trim existing doors to clear new floor finish. Refinish trim to original condition.

N. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

O. Finish surfaces as specified in individual product sections.

END OF SECTION 017005

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.

B. Demonstration and instructions.

C. Operation and maintenance data.

D. Spare parts and maintenance products.

E. Product warranties and product bonds.

F. Final cleaning.

1.2 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:

1. Submit maintenance manuals, Project record documents, digital images of construction photographs and other similar final record data in compliance with this Section.

2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations and instructions to Owner's operating and maintenance personnel as specified in compliance Contract Documents.

3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.

4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.

5. Insurance: Advise Owner of insurance change-over requirements.

6. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.

7. Make final change-over of locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.

8. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.

9. Perform final cleaning according to this Section.

B. Substantial Completion Inspection:

1. When Contractor considers Work to be substantially complete, submit to Architect/Engineer:

   a. Written certificate that Work, or designated portion, is substantially complete.

   b. List of items to be completed or corrected (initial punch list).

2. Within seven days after receipt of request for Substantial Completion, Architect/Engineer will make inspection to determine whether Work or designated portion is substantially complete.

3. Should Architect/Engineer determine that Work is not substantially complete:

   a. Architect/Engineer will promptly notify Contractor in writing, stating reasons for its opinion.

   b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Architect/Engineer.

   c. Architect/Engineer will re-inspect Work.

   d. Redo and Inspection of Deficient Work: Repeated until Work passes Architect/Engineer's inspection.

4. When Architect/Engineer finds that Work is substantially complete, Architect/Engineer will:

   a. Prepare Certificate of Substantial Completion on AIA G704 - Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Architect/Engineer and Owner (final punch list).

   b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.

5. After Work is substantially complete, Contractor shall:

   a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.

   b. Complete Work listed for completion or correction within time period stipulated.

6. Owner will occupy portions of building as specified in Section 011000 - Summary.

C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.

1. When Contractor considers Work to be complete, submit certification that:

a. Contract Documents have been reviewed.

b. Work has been examined for compliance with Contract Documents.

c. Work has been completed according to Contract Documents.

d. Work is completed and ready for final inspection.

2. Submittals: Submit following:

a. Final punch list indicating all items have been completed or corrected.

b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.

d. Accounting statement for final changes to Contract Sum.

e. Contractor's affidavit of payment of debts and claims on AIA G706 - Contractor's Affidavit of Payment of Debts and Claims.

f. Contractor affidavit of release of liens on AIA G706A - Contractor's Affidavit of Release of Liens.

g. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.

h. Other Submittals Not Listed: Submit as required by State and Local agencies, Agreement, and Contracting Requirements.

3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:

1. Within seven days after receipt of request for final inspection, Architect/Engineer will make inspection to determine whether Work or designated portion is complete.

2. Should Architect/Engineer consider Work to be incomplete or defective:

a. Architect/Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.

b. Contractor shall remedy stated deficiencies and send second written request to Architect/Engineer that Work is complete.

c. Architect/Engineer will re-inspect Work.

d. Redo and Inspection of Deficient Work: Repeated until Work passes Architect/Engineer's inspection.

E. Following determination that Work is complete, [Owner's Representative and] Architect will make recommendation to Owner for acceptance of Final Acceptance of Work.

F. Owner's Representative will issue Final Acceptance letter after determination that requirements for Final Completion have been fulfilled.

G. Should Owner's Representative and Architect be required to perform more than two reviews for Substantial Completion or Final Completion, due to failure of the Work to conform to completion status claimed by Contractor:

1. Contractor will compensate Owner's Representative and Architect on a time and expense basis at customary hourly rate for each additional review.

2. Compensation will be deducted from Contractor's Final Progress Payment.

1.3 DEMONSTRATION AND INSTRUCTIONS

A. The Contractor must train Owner maintenance personnel in the operation and maintenance of mechanical and electrical equipment and other products identified in Contract Documents. Coordination must be maintained with systems designers for developing the hours of instruction and scope of material to be covered. Training of Owner personnel must not begin until the Architect has approved the final submittal copy of the Operation and Maintenance Manual.

B. Demonstrate Project equipment instructed by qualified representative who is knowledgeable about the Project.

C. Video Recordings: Provide high-quality color video recordings of demonstration and instructional sessions. Engage approved videographer to record sessions. Include classroom instructions, demonstrations, board diagrams, and other visual aids.

D. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

E. Use operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

F. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.

G. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

H. Required instruction time for each item of equipment and system is specified in individual Specification Sections.

I. At each training session, provide a sign-in sheet for signature of all Owner staff in attendance. Identify the sign-in sheet with the training being provided and the date of the training. Submit the sign-in sheet(s) before Final Acceptance.

1.4 OPERATION AND MAINTENANCE DATA

A. Submit PDF copy of preliminary draft prior to Substantial Completion. Architect/Engineer will review draft and return one copy with comments. Revise content of document sets as required prior to final submission.

B. Submit final copy in PDF composite electronic indexed file at Substantial Completion.

C. Prepare media cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of Project.

D. Internally subdivide media contents with permanent page dividers, logically organized as described below.

E. Drawings: Provide scalable PDF copies in media requested.

F. Contents: Prepare table of contents for media, with each product or system description identified, in three parts as follows:

1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.

2. Part 2: Operation and maintenance instructions, arranged by Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:

a. Significant design criteria.

b. List of equipment.

c. Parts list for each component.

d. Operating instructions.

e. Maintenance instructions for equipment and systems.

f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

g. Safety precautions to be taken when operating and maintaining or working near equipment.

3. Part 3: Project documents and certificates, including the following:

a. Shop Drawings and product data.

1) Air and water balance reports.

b. Certificates.

c. PDF copies of warranties and bonds. Deliver original to Owner in separate bound folder in CSI format.

1.5 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.

B. Deliver to place in location as directed by Owner; obtain receipt prior to final payment.

1.6 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed by responsible Subcontractors, suppliers and manufacturers within ten days after completion of applicable item of Work.

B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information and are notarized.

D. Co-execute submittals when required.

E. Include table of contents and assemble in three D side ring binder with durable plastic cover. Maintain a PDF copy for O&M manual at project closeout.

F. Submit prior to final Application for Payment.

G. Warranties shall be dated for length of time specified from date of Substantial Completion and will be rejected if dated otherwise.

H. Time of Submittals:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.

2. Make other submittals within ten days after date of Substantial Completion, prior to final Application for Payment.

3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.

1. Employ experienced personnel or professional cleaning firm.

B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; and vacuum carpeted and soft surfaces.

C. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.

D. Replace filters of operating equipment.

E. Clean debris from roofs, gutters, downspouts and drainage systems.

F. Clean Site; sweep paved areas, rake clean landscaped surfaces.

G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

3.2 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit final accounting statement to Architect making final adjustments to original Contract Sum.

B. Indicate Original Contract Sum and determine Total Adjusted Contract Sum from additions and deductions resulting from previous Change Orders, Alternates, Unit prices, and other adjustments.

C. Deduct previous payments from adjusted Contract Sum to determine Total Contract Sum remaining due.

D. Architect will prepare final Change Order reflecting approved adjustments to Contract Sum not previously made by other Change Orders.

3.3 FINAL APPLICATION FOR PAYMENT

A. Submit final Application for Payment in accordance with the Contracting Requirements, and procedures and requirements of Owner, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

END OF SECTION 017700

DIVISION 23

HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 00 and Division 01 Specification Sections, apply to this Section.

1.02 WORK INCLUDED

A. Air Balancing.

B. Report.

1.03 SUBMITTALS

A. Company: Submit name of Company proposed to do the balancing and sample balancing forms. Where the Company has not been pre-qualified, and substitutions are allowed after bidding (see Division 00 and 01), submit information regarding firm qualifications.

B. Personnel: Submit list of personnel that will be assigned to the project and their qualifications, and list of past projects.

C. Reports: Preliminary and final balancing reports.

1.04 REFERENCES

A. AABC-NS: Associated Air Balance Council, National Standards for Field Measurements and Instrumentation.

B. ASHRAE: Handbook of Fundamentals.

C. ACGIH-IV: American Conference of Governmental Industrial Hygienists, Industrial Ventilation, A Manual of Recommended Practice.

D. NEEB-PS: National Environmental Balancing Bureau Procedural Standard for Testing, Adjusting and Balancing Environmental Systems.

1.05 GENERAL REQUIREMENTS

A. General: Balancing shall be done by a company which specializes in this type of work and is totally independent and separate from the Company which has installed the systems to be balanced.

B. Balancers Qualifications:

1. General: Work of this Section shall be performed by balancing firms meeting the following and having prior approval from the Engineer:

a. Professional Affiliation: Firm shall be an Associated Air Balance Council (AABC) member balancer or National Environmental Balancing Bureau (NEBB) certified balancer.

b. Experience: Firm shall have satisfactorily completed the balancing work

for at least 5 similar projects in the last 3 years. Similar is defined to mean: within 10% of the same quantity of units and air inlets/outlets, involve same type of systems, be the same type of facility (i.e. school, hospital, etc.). The lead field balancer (i.e. the individual who will be on site directing and participating in the balancing efforts) shall have at least 5 years of experience performing balancing work on similar projects.

c. References: Have five references for similar projects which have been completed in the last three years that will give a good or better performance rating. References shall be engineers, architects, or building owners. As part of the qualification process at least three of these references will be contacted and a rating obtained for the following: timeliness of work (i.e. able to complete work on schedule), cooperative nature of balancer's staff (i.e. ability to work well as a team with other project trades and professionals), overall quality of balancing work, quality of balancing report. Each item will be rated on a scale of 1 to 5 (5 being excellent), with the result averaged, score must be of 4 or better.

2. Pre-Qualified Balancers: As a convenience to the Contractor, the following balancing firms have been pre-qualified. This is not in any way intended to limit competition or prevent other firms from submitting qualifications, but is intended as an aid to Contractors by identifying firms that have been confirmed as meeting the qualification requirements.

a. Neudorfer Engineers

b. Hardin and Sons

c. Test Comm

d. Advanced Mechanical Services

e. Testing and Commissioning (TAC) Services

f. AccuABC

3. Qualification Process: Firms not pre-qualified who desire to perform the balancing work shall submit a substitution request form in accordance with Contract Document requirements (reference Division 00 and 01). In addition to the information required on the substitution request form, submit: Company information, resumes of staff to be assigned, lists of projects, and references (with name of project, staff assigned to project, and contact name and phone number).

C. Balancing Issues: Notify the Engineer in writing of all problems or discrepancies between actual conditions and what design documents show as work proceeds.

D. Engineer's Authority: The Balancer shall be directly responsible to the Engineer and shall perform this work and make system adjustments as directed by the Engineer.

E. Lead Balancer: The Balancer shall assign an individual as "lead balancer" to work in the field to directly supervise the balancing work and field technicians. This lead field balancer shall have at least 5 years of experience performing balancing work on similar projects.

F. Added Site Visits:

1. Trade Coordination Purposes: The Balancer shall include in his bid one extra site visit (beyond those otherwise included) and associated added time to assess system readiness for balancing, resolve system issues, coordinate balancing work, and perform other activities related to balancing and commissioning.

PART 2 - PRODUCTS

2.01 GENERAL INSTRUMENTATION

A. General: Balancing equipment shall comply with Associated Air Balance Council recommendations for field measurement instrumentation.

B. Calibration: All measuring instruments shall be accurately calibrated and maintained in good working order. Calibration dates and certifications shall be available at Engineer's request.

C. Instruments: Shall be capable of:

1. Air velocity instruments, direct reading in feet per minute with 2% accuracy.

2. Static pressure instruments, direct reading in inches water gauge with 2% accuracy.

3. Tachometers, direct reading in revolutions per minute with 1/2% accuracy; or revolution counter accurate with 2 counts per 1,000.

PART 3 - EXECUTION

3.01 GENERAL

A. Workmanship: All measurements and adjustments shall be in accordance with AABC-NS, NEEB-PS, and ACGIH-IV and recognized best balancing procedures. Measurements and adjustments of equipment shall be executed in a manner consistent with the manufacturer's recommendations.

B. Flow Rates:

1. General: All air systems shall be completely balanced and adjusted to provide the flow rates indicated (within tolerances indicated in this specification Section), and to produce an even heating and cooling effect.

2. Balancer Determined: Where flow rates have not been indicated the balancer shall determine such flow rates using acceptable practices in accordance with AABC-NS, NEEB-PS, and ASHRAE standards and submit the proposed flow rates to the Engineer for review.

3. Confirmation: Prior to beginning balancing confirm any flow rate changes since design with the submittals and flow rates indicated therein, and with the Engineer to confirm changes made since design. Assume that new flow rates will be issued.

C. Controls: Consult and coordinate with the Control Contractor for the adjustment and setting of all control devices to allow for the balancing work, and for proper system operation and proper flow rates. Set all controls and valves as required to maintain design flow rates and temperatures as shown on the drawings. Make measurements and provide data to the Control Contractor to allow for proper control of items.

D. Comfort Adjustments: Make final adjustments for flow rates in order to optimize each space's comfort, including such considerations as temperature, drafts, noise, pressurization, and air changes. Where variances are made from design values, state reasons in report (e.g., "too noisy", "too drafty," etc.). All such variances are subject to approval by the Architect/Engineer.

E. Deficiency Reports: Submit deficiency reports where the work does not allow balancing to occur or balancing issues develop. Indicate date, system and equipment involved, location, description of deficiency, and related information to allow for diagnosing the problem. Provide suggestions for resolution where possible.

3.02 AIR BALANCING

A. Pre-check of System: Prior to beginning balancing, perform, as a minimum, the following:

1. Verify that clean filters have been installed, that system is free from debris, and that all inlets/outlets are not obstructed.

2. Check all fans and equipment to verify that proper start-up and system preparation has been done by the installing contractor.

3. Check all door/window and similar building opening status to insure building is ready and proper pressurization can be obtained.

4. Open all dampers to full flow position, check positions and operation of all motorized dampers to allow full system flows.

5. Review controls and sequences of operation.

B. Tolerances: All air flow rates (supply, return, and exhaust) shall be adjusted to within plus 5 percent and minus 5 percent of the values shown in the contract documents, except that relative space-to-space pressure relationships shall always be maintained (e.g., restrooms shall be negative relative to other areas, general offices shall be positive, etc.).

C. Draft and Noise Adjustments: All diffusers, grilles, and registers shall be adjusted to minimize drafts and to eliminate objectionable noise.

D. Filters: Air balancing shall be done with new, clean air filters installed. Adjust air deliveries so that design quantities will be obtained when filters are half dirty. This condition shall be simulated by covering a portion of the filter area.

E. Fan Speeds and Drives:

1. Adjust fan speeds and fan drives (adjustable sheaves) as required to produce design flow rates.

2. Where new sheaves are required, calculate sizing of new sheave and coordinate requirements with the Division 23 Contractor; Division 23 Contractor to furnish new sheaves. Replace existing sheave with new one furnished by the Division 23 Contractor; include bid costs for sheave replacements on all of belt driven fans.

3. Adjust belts for proper tension.

F. Marking: Upon completion of flow readings and adjustments permanently mark the balanced position of all balancing valves by stamping the indicator plate of the valve.

G. Duct Traverse: Rectangular duct traverses shall measure the center of equal areas in the air flow stream, with centers not more than 6 inches apart. Round duct traverses shall measure at least 20 locations, with locations being the centers of equal annular area. Reference ACGIH Industrial Ventilation Manual.

H. One Open Run: Balance each branch run so that there is at least one wide open run; balance branches relative to one another so that at least one branch damper is wide open (except that where unique conditions exist, and the Engineer gives prior approval, one open damper on runs or branches is not required).

I. Data: Data to be measured/recorded and provided in report for all air handling systems and equipment:

1. Floor plans clearly showing and identifying all diffusers, grilles, OA louvers, ducts and all other items where air flow rates were measured.

2. Identify manufacturer, model number, size, and type of all air inlets/outlets.

3. Initial, trial, and final air flow measurements for all diffusers, grilles, OA louvers, ducts, and all other items where air flow rates were measured.

4. Design air flow rates and percentage final air flow rates are of design values.

5. Final damper (or other balance device) final position (as a percentage of full open).

6. The connected voltage and corresponding nameplate full load amps, and the initial and final amperages of all fan motors.

7. Initial and final RPMs of all fans.

8. Static pressures on inlet and outlet of all fans.

9. Fan initial and final CFMs.

10. Outdoor air CFMs (record minimum and maximum values).

11. Entering and leaving air temperatures across coils with coils operating at 100% capacity.

12. Static pressure drop across each filter bank and coil.

13. Final position of any speed controls (as percent of full).

14. In addition to data noted elsewhere, provide the following for all equipment which are part of balanced systems:

    a. Equipment name and number (as used on drawings).

    b. Service.

    c. Equipment manufacturer and model number.

    d. Sheave and belt sizes (where applicable).

    e. Filters sizes and quantities (where applicable).

    f. Motor manufacturer and complete nameplate data.

    g. Design operating conditions.

    h. Actual operating conditions (flows, pressure drops, rpm, etc.).

3.03 BALANCING REPORT

A. General: A balancing report shall be submitted as specified herein, documenting all balancing procedures and measurements.

B. Report Organization: The report shall be divided into logical sections consistent with the building or system layout (i.e. by floors, building wings, air handling units, or other convenient way). Tabulate data separately for each system. Describe balancing method used for each system.

C. Preliminary Report: Two preliminary review copies of the balancing report shall be submitted to the Architect/Engineer when the balancing work is 90% complete (or as near 90% complete as possible due to uncompleted work of other trades). In addition to containing all the information required of the final report, the preliminary report shall contain a list of all the work required of other trades in order to allow the balancing work to be completed. The Architect/Engineer will review the preliminary report and inform the Contractor of any additional items or revisions required for the final report. Preliminary reports may be omitted where the Architect/Engineer grants approval.

D. Final Report: Shall be included in the Operation and Maintenance Manual. Submit reports to Contractor for inclusion in Manuals (or, when manuals have been already sent to Engineer, send report to Engineer who will insert report into Manual). Provide number of reports as required to match quantity of O&M Manuals, but in no case less than five.

E. Format: 8-1/2" x 11" size, neat, clean copies, drawings accordion folded. Report shall be typed, shall have a title page, table of contents, and divider sheets with identification tabs between sections. Information shall be placed in a three hole notebook, with the front cover labeled with the name of the Job, Owner, Architect/Engineer, Balancing Contractor, and Report Date.

F. Electronic Copy: Provide copy of reports in *.pdf format; submit final report with closeout documents per Divisions 00 and 01. Provide two CD's with each having an electronic copy of the report in pdf file format. Label CD neatly same report labeling. Provide electronic pdf files to others for inclusion in electronic record documents.

G. General Balancing Information Required:

1. At the beginning of the report, include a summary of problems encountered, deviations from design, remaining problems, recommendations, and comments.

2. List of instruments used in making the measurements and instrument calibration data.

3. Names of personnel performing measurements.

4. Explanation of procedures used in making measurements and balancing each system.

5. List of all correction factors used for all diffusers, grilles, valves, venturi meters, and any other correction factors used.

6. Areas where difficulties were encountered in obtaining design flow rates, or where unstable operating conditions may exist.

7. Note any parts of the system where objectionable drafts or noises may be present and efforts made to eliminate same and why they may still be present.

8. Note where variances from design values occur; explain why.

9. All specified measurements, balancing data, any additional recorded data, and observations.

END OF SECTION