



PROJECT MANUAL
for
Longview Public Schools
MOTF Reroof

Bid Set

April 15, 2025
LSW Project No. 20250006

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**SECTION 00 01 03
PROJECT DIRECTORY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Identification of project team members and their contact information.

1.02 OWNER:

- A. Name: Longview Public Schools
 - 1. 2715 Lilac Street
 - 2. Longview, Washington 98632.
 - 3. Telephone: 360-575-7991
 - 4. Contact: Jason Reetz, jreetz@longview.k12.wa.us.

1.03 CONSULTANTS:

- A. Architect: Design Professional of Record. All correspondence from the Contractor regarding construction documents authored by Architect's consultants will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
 - 1. LSW Architects, PC.
 - a. 610 Esther Street, Suite 200.
 - b. Vancouver, WA 98660.
 - c. Telephone: 360-694-8571.
 - 2. Primary Contact:
 - a. Project Architect: Chris Spurgin, chris@lsw-architects.com.
- B. Structural Engineering Consultant:
 - 1. Kramer Gehlen & Associates.
 - a. 400 Columbia Street, Suite 240.
 - b. Vancouver, WA 98660.
 - c. Telephone: 360-693-1621.
 - 2. Primary Contact:
 - a. David Aronson, davida@kramer-gehlen.com.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

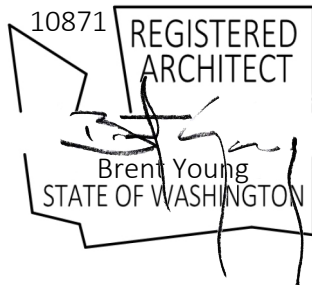
SECTION 00 01 07
SEALS PAGE - ARCHITECT

ARCHITECT

1.01 ARCHITECT

LSW Architects
610 Esther Street, Suite 200
Vancouver, Washington 98660
360-694-8571

SEAL:



END OF SECTION

ADVERTISEMENT FOR BIDS

Bids will be accepted for the following project:

PROJECT NO.:	20250006
TITLE:	MOTF Reroof
AGENCY:	Longview School District No. 122
ESTIMATED BASE BID COST RANGE:	\$70,000 - \$100,000
ABBREVIATED PROJECT DESCRIPTION:	Remove and reroof portions of the Longview Maintenance Operations and Transportation (MOTF) roof with new membrane roofing system including new vapor barrier and insulation.
SUBMITTAL TIME/DATE/LOCATION: Bids will be accepted @ Longview School District MOTF Office 2080 38th Avenue Longview, WA 98632	Prior to 2:00 P.M., Thursday, May 15, 2025
BY:	Longview School District No. 122
PRE-BID WALK-THROUGH:	11:00 A.M. Thursday, May 1, 2025 (or immediately following the walk-through for Columbia Heights Elementary School Reroof)
Longview MOTF, 2080 38th Avenue, Longview, WA 98632. Attendance at the Pre-Bid Walk-through is Mandatory for bidders.	

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, Chris Spurgin at LSW Architects, 610 Esther Street, Suite 200, Vancouver, WA 98660; telephone (360) 694-8571.

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

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

1.2 BIDDER'S REPRESENTATIONS

By making its Bid, each Bidder represents that:

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

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

1.3 BIDDING DOCUMENTS

A. COPIES

1. The School district will make the plans available for contractors to view online without charge at:
<https://longviewschools.comfbusiness-and-finance/bids-and-requests-for-proposal>.
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; the Longview School District does not assume 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 makes copies of the Bidding Documents available on the above terms only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use.
5. **Legible Documents.** To the extent any drawings, specifications, or other Bidding documents are not legible, it is the Bidder's responsibility to notify the Longview School District and to obtain legible documents from the plan center.

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. **Format.** The Contract Documents may be divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, any Work by separate contractors, or any Work required for separate facilities in or phases of the Project.
2. **Notify Owner.** Bidders and Sub-bidders shall promptly notify the Longview School District 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 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 Owner 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 Owner receives a written request for approval on the Longview School District's Substitution Request form for the Project, with all data requested on the form completed, at least seven (7) days prior to the date for receipt of Bids. Each such request shall be submitted with a Request for Substitution form identical to or equivalent in content to the form found in the Project Manual, and shall include the name of the material or equipment proposed to be replaced and a complete description of the proposed substitute, including drawings, cuts, performance and test data, warranty information, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The proposer has the burden to prove the merit of the proposed substitute; by proposing the substitution, the Bidder represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified, that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, that the Contract Time will not be increased, and that it will coordinate the installation of the substitute if accepted and make all associated changes in the Work. The Owner'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 Owner or its consultants after Bid award, the Bidder, if successful, will be required to pay the Owner or its consultants for these services at their customary hourly rates.
3. **Addendum.** If the Owner 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 Owner 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 may consider a written request for the substitution of material or products in place of those specified in the Contract Documents only under exceptional circumstances as specified therein.

D. ADDENDA

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

1.4 BIDDING PROCEDURE

A. FORM AND STYLE OF BIDS

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

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

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

B . POTENTIAL LISTING OF SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

C. BID SECURITY

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

D. SUBMISSION OF BIDS

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

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

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

E. MODIFICATION OR WITHDRAWAL OF BID

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

F. NOTICE

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

1.5 CONSIDERATION OF BIDS

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

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

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

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

D. **BID PROTEST PROCEDURES**

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

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

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

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

1.6 POSTBID INFORMATION

A. INFORMATION FROM APPARENT LOW BIDDER

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Request to Modify Criteria.** No later than ten (10) days prior to the Bid Date, a potential Bidder may request in writing that the Longview School District modify the Responsibility criteria listed in clause (2) above or elsewhere in the Contract Documents or the Bidding Documents. The Longview School District will evaluate the information submitted by the potential Bidder and respond before the Bid Date. If the evaluation results in a change of the criteria, the Longview School District will issue an Addendum identifying the new criteria.
 5. **Objection.** Prior to the Award of the Contract, the Owner will notify the Bidder in writing if either the Longview School District, after due investigation, has reasonable objection to the Bidder or a person or entity proposed by the Bidder, and the Longview School District will provide the reasons for the determination. The Bidder may appeal the determination within two (2) business days of its receipt of the objection by presenting additional information to the Longview School District, and the Longview School District will consider the additional information before issuing its final determination. The Bidder may, after the Longview School District's objection or determination, and at Bidder's option, (1) withdraw the Bid, (2) submit an acceptable substitute person or entity with no change in the Contract Time and no adjustment in the Base Bid or any Alternate Bid, even if there is a cost to the Bidder occasioned by the substitution, or (3) appeal by filing a protest in accordance with paragraph 5(D). In the event of withdrawal, Bid security will not be forfeited.
 6. **Change.** Persons and entities proposed by the Bidder and to whom the Longview School District has 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.
 7. **Right to Terminate.** The Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. Should it appear that the Bidder has made a material misrepresentation on its Contractor's Qualification Statement, the Longview School District shall have the right to terminate the Contract for Contractor's breach, and the School District may then pursue such remedies as exist elsewhere under this Contract, or as otherwise are provided at law or equity.
- B. **INFORMATION FROM OTHER BIDDERS:** All other Bidders designated by the Owner 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.
- 1.7 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**
- A. **BOND REQUIREMENTS:** Within seven (7) days after the issuance of the Longview School District's notice of intent to award the Contract, and prior to the date of execution of the Contract, the Bidder shall furnish evidence satisfactory to the Longview School District of its ability to obtain statutory bonds pursuant to RCW 39.08 covering the faithful performance of the Contract

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

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

1.08 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

1.09 CONTRACT DOCUMENTS

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

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

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

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

1.10 POSSIBLE TRENCH EXCAVATION SAFETY PROVISIONS

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

END OF SECTION

**SECTION 00 31 00
AVAILABLE PROJECT INFORMATION**

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of Contract Documents, as follows:
- B. Hazardous Material Survey for MOTF: Completed by Atlas Labs for Pacific Tech Construction, dated 12/20/2024.
 - 1. An electronic media copy is available to bidders on the Owner's website with the bidding documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

BID FORM

To be submitted no later than 2:00 p.m. on the bid submittal date indicated in Section 00 11 13.

TO: Longview School District No. 122
MOTF Office
2080 38th Avenue
Longview, Washington 98632

The undersigned Bidder acknowledges receipt of and familiarization with the Bidding Documents, the Project Manual, the Drawings, the Specifications, the Contract Documents, and the following Addenda:

Addendum No.:	Date	Pages	Initials of Bidder Representative
1			
2			
3			
4			

BASE BID:

Pursuant to and in compliance with the Contract Documents, including the Advertisement for Bids and Instructions to Bidders, the Bidder hereby certifies that it has carefully examined the Bidding Documents, the Contract Documents, and the conditions affecting the Work, and being familiar with the site, and having made the necessary examinations, proposes to furnish all labor, materials, equipment, and services necessary to complete the Work in strict accordance with the Contract Documents for the above-named Project for the following sum, which is hereby designated as the Base Bid:

_____ Dollars (\$ _____).

(Show amount in words and figures. This amount does not include state/local sales tax.)

ALTERNATE BIDS:

See Section 01 23 00, Alternates, for full description.

No.:	Description of Alternate Bids	Type	Alternate Bid Amount (Words)	Alternate Bid Amount (Figures)
1.	Remove and replace Roof Hatch.	Additive		\$

REINSTATEMENT OF ALTERNATE BIDS:

The undersigned Bidder agrees that the Owner has the right, for a period of forty-five (45) days following the bid submittal deadline, to initiate or rescind acceptance of any Alternate Bid in the amount(s) quoted above.

SALES TAX:

None of the sums stated in the foregoing includes Washington State or local sales tax.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The undersigned Bidder agrees, if awarded the Contract, to achieve Substantial Completion of the Work of the Contract within the period specified in AIA Document A101-2017, as modified by Owner, and also agrees to the amounts specified in the Contract Documents for Liquidated Damages. It is further agreed that the time for completion of the Work described herein is a reasonable time considering the average climatic range and usual industrial conditions prevailing in the locality.

TRENCH EXCAVATION SAFETY PROVISIONS:

If the Contract Documents contain any work that requires trenching exceeding a depth of four (4) feet, all costs for adequate trench safety systems must be identified as a separate bid item in compliance with Chapter 39.04 RCW and WAC 296-155-650. The purpose of this provision is to ensure that the Bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW. This bid amount will be considered as part of the Base Bid set forth above. Bidder must include a lump-sum dollar amount in the blank below (even if the value is \$0.00) to be responsive.

Trench Excavation Safety Provisions Only: _____ Dollars
(\$_____).

CONTRACT AND BONDS:

If the Owner awards a contract based on this Bid within forty-five (45) days of the bid submittal deadline, the Bidder agrees to execute a contract for the above work, for compensation computed from the above-stated sums, on the form of contract provided in the Bidding Documents, and to furnish Payment and Performance Bonds and acceptable evidence of insurance as required by the Contract Documents.

BID GUARANTEE:

Pursuant to the Instruction to Bidders, Section 00 21 13, Bidder hereby certifies that it has furnished a bid guarantee for no less than five (5) percent of the Base Bid, and that such guarantee accompanies this Bid Form.

Within twenty-four (24) hours after the issuance of the Owner's notice of intent to award the Contract, the successful bidder must furnish evidence satisfactory to the Owner of its ability to obtain statutory bonds pursuant to Chapter 39.08 RCW. Additionally, the successful bidder must submit the Payment and Performance Bonds and other documents required by the Contract Documents (including, but not limited to, certificates of insurance) to the Owner no later than seven (7) days after the date of execution of the Contract. The successful bidder must also submit within forty-eight (48) hours of the Owner's request a complete Apprenticeship Utilization Plan and such other information as specified in Paragraph 1.06 ("Post-Bid Information") of the Instructions to Bidders, Section 00 21 13.

If the successful bidder, upon award of the Contract by the Owner, fails to execute the Contract or submit the Payment and Performance Bonds or other information required by the Instructions

to Bidders as required within the time specified, the Owner may revoke the award. Should the successful bidder fail to enter into the Contract with Owner, the bid guarantee may be retained by Owner as liquidated damages, not as a penalty.

If a contract is not awarded within forty-five (45) days after the bid submittal deadline, or if the Bidder delivers an executed Contract, executed Payment and Performance Bonds, and such other information required by the Instructions to Bidders, Section 00 21 13, then the certified or bank cashier's check submitted as the bid guarantee will be returned to the bidder, or the Bid Bond will become void.

RESPONSIBILITY CRITERIA:

The undersigned hereby verifies under penalty of perjury, in accordance with RCW 9A.72.085, that Bidder is in compliance with the responsible bidder criteria requirements of RCW 39.04.350(1)(g).

BIDDER'S INFORMATION:

Bidder's Business Name:		
Type of Business: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation (State of Incorporation:____) ☐ Other		
Physical Business Address (Must not be a P.O. Box):		
City:	State:	Zip Code:
Business Telephone Number:	Business Fax Number:	Business Email Address:
State of Washington numbers for the following:		
Contractor Registration No.:	UBI No.:	Employment Security Dept. No.:

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":	
Signature:	Date:
Print Name and Title	Location or Place Executed: (City, State)

END OF SECTION

Project Name:_____

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

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

Authorized Signature

Printed Name

Title

Date

LONGVIEW SCHOOL DISTRICT CONTRACTOR AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into this __ day of _____, 2025, by and between the Longview School District No. 122, a Washington quasi-municipal corporation (the “District”), and _____ (the “Contractor”).

WITNESSETH:

WHEREAS, the District desires to have certain work, services, and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the Contractor represents that the Contractor is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the work, services, and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. **Scope of Work.** The Contractor will perform such work and accomplish such tasks, including obtaining permits and furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this Agreement and as detailed in Exhibit “A” attached hereto and incorporated herein (the “Project”).
2. **Term.** The Project will begin no earlier than June 16, 2021 and will be completed no later than August 22, 2025, unless sooner terminated according to the provisions herein.
3. **Compensation and Method of Payment.**
 - 3.1 Payments for work provided hereunder will be made following the performance of such work, unless otherwise permitted by law and approved in writing by the District.
 - 3.2 No payment will be made for any work rendered by the Contractor except for work identified and set forth in this Agreement.
 - 3.3 The District will pay the Contractor for work performed under this Agreement pursuant to the accepted bid/proposal attached hereto as Exhibit “B” and by this reference incorporated herein.
 - 3.4 The Contractor will submit to the District, using forms approved by the District, a voucher or invoice for services rendered during the pay period. The District will initiate authorization for payment after receipt of said approved voucher or invoice and will make payment to the Contractor within thirty (30) days of confirmation that such work has been completed in accordance with this Agreement.

4. Maintenance and Inspection of Records.

- 4.1 Upon award of contract, the District will provide the contractor with the most recent copy of the building inspection report for the building that they will be working in/on. Work may not commence until that report has been provided to the contractor.
- 4.2 The Contractor will maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and will maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records will be subject at all reasonable times to inspection, review, or audit by the District, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- 4.3 The Contractor, at such times and in such forms as the District may require, will furnish to the District such statements, records, reports, data, and information as the District may request pertaining to matters covered by this Agreement.
- 4.4 The Contractor will at any time during normal business hours and as often as the District or State Auditor may deem necessary make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement, including without limitation those records and data described in Section 4.1, and will permit the District or its designated authorized representative to audit and inspect such records and data. The District will receive a copy of all audit reports made by the State Auditor or a third-party firm as to the Contractor's activities related to this Agreement. The District may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Contractor's activities that relate, directly or indirectly, to this Agreement.
- 4.5 The Contractor will retain all books, records, documents, and other material relevant to this Agreement for six (6) years after its expiration. The Contractor agrees that the District or its designee will have full access to and the right to examine any of said materials at all reasonable times during said period.

5. Independent Contractor Relationship.

- 5.1 The parties intend that an independent contractor relationship will be created by this Agreement. The District is interested primarily in the results to be achieved; subject to the terms of this Agreement, the implementation of Project work and/or services will lie solely with the discretion of the Contractor. No agent, employee, servant, or representative of the Contractor will be deemed to be an employee, agent, servant, or representative of the District for any purpose, and the employees of the Contractor are not entitled to any of the benefits the District provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Agreement.

5.2 In the performance of the work herein contemplated, the Contractor is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the District and will be subject to the District's general rights of inspection and review to secure the satisfactory completion thereof.

6. **Contractor Employees/Agents.** The District may in its sole discretion require the Contractor to remove an employee(s), agent(s), or servant(s) from employment on this Project. The Contractor may, however, employ such individual(s) on other projects not related to the District.

7. **Hold Harmless/Indemnification.**

7.1 The Contractor will indemnify and hold harmless the District and its agents, employees, and/or officers, from and will process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs ("Claims"), of whatever kind or nature, brought against the District arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such Claims are caused by or result from the concurrent negligence of the District, its agents, employees, and/or officers, this indemnity provision will be valid and enforceable only to the extent of the negligence of the Contractor; and provided further, that nothing herein will require the Contractor to hold harmless or defend the District, its agents, employees, and/or officers from any Claims arising from the sole negligence of the District, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the Contractor's waiver of immunity under Title 51 RCW for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section will survive the expiration or termination of this Agreement.

7.2 No liability will attach to the District by reason of entering into this Agreement except as expressly provided herein.

8. **Insurance.**

8.1 The Contractor will procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

8.2 The Contractor will provide a Certificate of Insurance evidencing:

8.2.1 Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

8.2.2 Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence

for personal injury, bodily injury, and property damage. Coverage will include but not be limited to: blanket contractual; products/completed operations; broad form property damage, explosion, collapse and underground, if applicable; and employer's liability.

- 8.3 The District will be named as an additional insured on the insurance policy with regard to work performed by or on behalf of the Contractor. A copy of the endorsement naming the District as additional insured will be attached to the Certificate of Insurance. The District reserves the right to request certified copies of any required policies. The Contractor's insurance will contain a clause stating that coverage will apply separately to each insured against whom claim is made or suit is brought, except with regard to the limits of the insurer's liability. Any payment of deductible or self-insured retention will be the sole responsibility of the Contractor.
- 8.4 The Contractor's insurance will be primary insurance with regard to the District and the District will be given thirty (30) days' prior written notice of any cancellation, suspension, or material change in coverage.
9. **Treatment of Assets.** Title to all property furnished by the District will remain in the name of the District. The District will become the owner of any improvements completed by the Contractor as part of the Project in addition to any work product and other documents, if any, prepared by the Contractor pursuant to this Agreement.
10. **Compliance with Laws.**
- 10.1 The Contractor will, at its own expense, apply for, obtain, and maintain in full force and effect all permits and approvals required for the Project before commencing work. Further, the Contractor will apply for and obtain any inspections or approvals required prior to completing the Project.
- 10.2 The Contractor will comply with all federal, state, and local laws, ordinances, and regulations that affect performance of the Project, including without limitation: any applicable state public works or bonding requirements; regulations for licensing, certification, and operation of facilities, programs, and accreditation; and licensing of individuals.
- 10.3 The Contractor will be responsible for the safety of all workers on the Project and will comply with all appropriate state safety and health standards, codes, rules, and regulations, including, but not limited to, those promulgated under the Washington Industrial Safety and Health Act, Chapter 49.17 RCW ("WISHA"), and as set forth in Title 296 WAC (Department of Labor and Industries). The Contractor will likewise be obligated to comply with all federal safety and health standards, codes, rules, and regulations applicable to the Project.
- 10.4 The Contractor will immediately report to the District any failure to comply with laws, regulations, or ordinances related to environmental compliance, including but

not limited to: spills, unauthorized fill in waters of the State (including wetlands), water quality standards, noise, and air quality.

- 10.5 The Contractor specifically agrees to pay any applicable business and occupation (B&O) taxes which may be due on account of this Agreement.
- 10.6 The Contractor will fully satisfy, and will require any subcontractors to fully satisfy, any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070. Specified retainage relating to the Project will be withheld until receipt by the District of evidence that Contractor and all of its subcontractors have fully satisfied any obligation to make industrial insurance premium payments related to the Project and required under RCW 51.12.050 and/or RCW 51.12.070.

11. Nondiscrimination.

- 11.1 The District is an equal opportunity employer.
- 11.2 Nondiscrimination in Employment. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal; however, the prohibition against discrimination in employment because of disability will not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor will ensure that applicants are employed, and that employees are treated during employment, without discrimination because of their sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal. Such action will include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor will take such action with respect to this Agreement as may be required to ensure full compliance with local, state, and federal laws prohibiting discrimination in employment.
- 11.3 Nondiscrimination in Services. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal.
- 11.4 If any assignment and/or subcontracting has been authorized by the District, said assignment or subcontract will include appropriate safeguards against discrimination. The Contractor will take such action as may be required to ensure full compliance with the provisions of this Section 11 of the Agreement.

12. Assignment/Subcontracting.

- 12.1 The Contractor will not assign its performance under this Agreement or any portion of this Agreement without the written consent of the District, and it is further agreed that said consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment. The District reserves the right in its sole discretion to reject any such requested assignment.
- 12.2 Any work or services assigned hereunder will be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state, and/or federal statutes, ordinances, and guidelines.
- 12.3 Any technical/professional service subcontract not listed in this Agreement must have express advance approval by the District.

13. Changes.

- 13.1 Either party may request changes to the scope of services and performance to be provided hereunder; however, no change or addition to this Agreement will be valid or binding upon the District unless such change or addition is written and signed by both parties. Such amendments will be attached to and made part of this Agreement. Only Jason Reetz, Facilities Manager, can approve changes to the scope or methods used to achieve the scope.
- 13.2 The District will have the right to make changes to the work provided for hereunder, within its general scope, and the contract time and for contract amount will be equitably adjusted to reflect the change. The Contractor will promptly commence and continue to perform the work as changed notwithstanding disagreement over the equitable adjustment owing therefore. However, no change in scope or the methods used to achieve the scope may proceed without written notice from Jason Reetz, Facilities Manager.

14. Political Activity Prohibited. None of the funds, materials, property, or services provided directly or indirectly under this Agreement will be used for any partisan political activity or to further the election or defeat of any candidate for public office.

15. Prohibited Interest. No director, officer, or employee of the District will have any interest, directly or indirectly, in this Agreement or the proceeds thereof prohibited by Chapter 42.23 RCW.

16. Retainage. Notwithstanding any other provision of this Agreement, and in accordance with Chapter 60.28 RCW, the District will retain from the monies earned by the Contractor hereunder five (5) percent as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor, or materialman who will perform any labor or furnish any supplies related to the Project and the State with respect to taxes imposed pursuant to titles 50, 51, and 82 RCW which may be due from Contractor. Said retainage will be reserved in a District fund until thirty (30) days following final acceptance of the Project as completed and will not be released to Contractor until the District has received

certification from the Washington State Department of Revenue that all taxes, increases, and penalties due from Contractor, and all taxes due and to become due with respect to the Project, have been paid in full or are readily collectible without recourse to the State's lien on the retainage, and until the requirements of Sections 10.6 and 18 of this Agreement have been satisfied.

17. **Performance Bond.** In accordance with Chapter 39.08 RCW, Contractor will furnish to the District a bond, with a surety company licensed as a surety in Washington as surety, conditioned that Contractor will faithfully perform all provisions of this Agreement, pay all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person, persons, or subcontractors, with provisions and supplies for carrying out the Project, and pay the taxes, increases, and penalties incurred on the project under state law. Said bond will be in the amount of the total amount of this Agreement. If the total contract amount is \$35,000.00 or less, Contractor may opt to have the District retain fifty (50) percent of the contract amount in lieu of the bond for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

18. **Prevailing Wage.**

- 18.1 Contractor will pay all laborers, workers, or mechanics performing work under this Agreement prevailing wages as required by Chapter 39.12 RCW and will satisfy all other requirements of that chapter, including without limitation requiring that all subcontractors performing work related to the project comply with the requirements of that chapter. The hourly minimum rates of wage which may be paid to laborers, workers, or mechanics for work related to the Project are shown on the Department of Labor and Industries website at the following locations (use effective date of June 30, 2021 for Cowlitz County):

- **Journey:** fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx.
- **Apprentice:** fortress.wa.gov/lni/wagelookup/ApprenticeWagelookup.aspx.

A copy of the applicable wage rates is also available for viewing in the District's offices and will be mailed to Contractor upon request.

- 18.2 Prior to the District making any payment to the Contractor under this Agreement, Contractor and each subcontractor will submit to the District a Statement of Intent to Pay Prevailing Wages approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040. Prior to release of the sums retained pursuant to Section 16 of this Agreement ("Retainage"), Contractor and each subcontractor will submit to the District an Affidavit of Wages Paid approved by the industrial statistician of the Washington State Department of Labor and Industries and complying with the requirements of RCW 39.12.040.

19. Records Check/Crimes Against Children.

- 19.1 In the event Contractor or any of Contractor's agents, employees, or applicants for employment will have regularly scheduled unsupervised access to children and/or hire employees who will have regularly scheduled unsupervised access to children, Contractor will require a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-.834, RCW 10.97.030, and RCW 10.97.050, and through the Federal Bureau of Investigation, before hiring the employee or allowing such employee onto the Project site. The record check will include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor will provide a copy of the record to the person applying for employment to the District. If the Contractor or applicant has a record check within previous two (2) years, the Contractor may waive the requirement. The Contractor will pay for the requirements set forth in this paragraph.
- 19.2 In accordance with RCW 28A.400.330, Contractor will prohibit any employee of the Contractor from working at a public school who has or may have contact with children at a public school during the course of his or her employment and who has pleaded guilty to or been convicted of any crime enumerated in RCW 28A.400.322, as now or hereafter amended. Any failure to comply with this Section 19.2 will be grounds for the District to immediately terminate the Agreement.
- 19.3 Contractor will require any subcontractor(s) to fully comply with the requirements of this Section 19.

20. Apprentice Utilization Requirement. The Contractor will comply with the apprentice utilization requirement of RCW 39.04.320, as now enacted or hereafter be amended, and as such requirement may be adjusted by the District for this Agreement pursuant to RCW 39.04.320(2).

21. Termination.

- 21.1 Termination for Convenience. The District may terminate this Agreement, in whole or in part, at any time, by written notice to the Contractor. In the event of termination for the convenience of the District, the Contractor will be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit a termination claim to the District. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same and dispose of it in the manner directed by the District.
- 21.2 Termination for Cause. Failure to comply with any of the provisions stated herein will constitute material breach of contract and cause for termination. If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the District may terminate this Agreement for cause. Termination will be effected by serving a

notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

22. **Notice.** Notice provided for in this Agreement will be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

23. **Attorney's Fees and Costs.** If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party will be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

24. **Jurisdiction and Venue.**

24.1 This Agreement has been and will be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement will be governed by laws of the State of Washington, both as to interpretation and performance, with the exception of Washington's choice-of-law rules.

24.2 Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof will be instituted and maintained only in any of the courts of competent jurisdiction in Cowlitz County, Washington.

25. **Severability.**

25.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

25.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith will be deemed inoperative and null and void insofar as it may be in conflict therewith, and will be deemed modified to conform to such statutory provisions.

26. **General Provisions.**

26.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

- 26.2 Modification. The parties may modify this Agreement only by a subsequent written agreement executed by the authorized representatives of the parties.
- 26.3 No Waiver. A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated as such in a writing signed by an authorized representative of the party and attached to this Agreement.
- 26.4 Time of the Essence. Both parties recognize time is of the essence in the performance of the provisions of this Agreement.
- 26.5 Headings. Headings in this Agreement are included only for convenience and will not control or affect the meaning or construction of this Agreement.

IN WITNESS WHEREOF the District and the Contractor have executed this Agreement for the amount of \$106,955.00 (One hundred six thousand, nine hundred fifty-five and 00/100 dollars) as of the date first above written.

FOR THE DISTRICT:

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

FOR THE CONTRACTOR:

Patti Bowen
Executive Director of Business Services

Name:
Title:

Name:
President, Board of Directors

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
_____ (herein "Principal"),
as Principal, and _____ (herein "Surety"),
as Surety, are held firmly bound unto Longview School District No. 122, Cowlitz County, Washington,
in the full sum of _____ Dollars
(\$ _____) lawful money of the United States of America for the payment of which
sum of money, well and truly to be made, said Principal and Surety bind themselves and each and
every of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly
by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the above-named Principal has
submitted a bid for the **MOTF Reroof Project** in accordance with the Advertisement for Bids and
Instructions to Bidders prepared by Longview School District No. 122 and is desirous of
accompanying said bid with a bid bond in the penalty of five (5) percent of said bid in lieu of certified
or bank cashier's check.

NOW THEREFORE, if said Principal, upon receipt of written notice of the acceptance of such bid,
shall within forty-five (45) days after the Bid Date enter into a written contract with Longview School
District No. 122 upon the form of contract included in the Bidding Documents for the completion of
such contract in accordance with the terms and conditions of said bid, provide payment and
performance bonds with good and sufficient sureties for the faithful and proper fulfillment of such
contract, and provide all insurances as required by the contract, then this obligation will be null and
void; otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20____.

Principal:

Surety:

Signature of Representative

Signature of Representative

Printed Name

Printed Name

Title

Title

Address

Address

Telephone No.

Telephone No.

Witness

Witness

END OF SECTION

PART 1 – GENERAL PROVISIONS**1.01 DEFINITIONS**

- A. “Application for Payment” means a written request submitted by Contractor to the Owner (or A/E, if applicable) for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. “Architect,” “Engineer,” or “A/E” means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority, if applicable to the Project. Owner may choose not to contract with an A/E for certain projects, in which event all references to the A/E shall be construed to reference the Owner.
- C. “Change Order” means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. “Claim” means Contractor’s exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- E. “Contract Award Amount” is the sum of the Base Bid and any accepted Alternates.
- F. “Contract Documents” means the Advertisement for Bids, Instructions for Bidders, completed Bid Form, General Conditions, Supplemental Conditions, Public Works Contract, other Special Forms, Drawings, and Specifications, and all addenda and modifications thereof.
- G. “Contract Sum” is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. “Contract Time” is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. “Contractor” means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. “Day” means a calendar day, unless otherwise specified.
- K. “Drawings” are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- L. “Final Acceptance” means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- M. “Final Completion” means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09A.
- N. “Force Majeure” means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in Section 3.05A.

- O. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- P. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- Q. "Owner" means the Longview School District or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- R. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- S. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08A.
- T. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.
- U. "Project" means the total construction of which the Work performed in accordance with the Contract Documents, which may be the whole or a part and which may include construction by Owner or by separate contractors.
- V. "Project Record" means the separate set of Drawings and Specifications as further set forth in Section 4.02A.
- W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.
- X. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. "Substantial Completion" means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.
- AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:

- A. Signed Public Works Contract, including any Change Orders.

- B. Supplemental Conditions.
- C. General Conditions.
- D. Specifications.
- E. Drawings. In case of conflict within the Drawings, large-scale drawings shall take precedence over small-scale drawings.
- F. Signed and Completed Bid Form.
- G. Instructions to Bidders.
- H. Advertisement for Bids.

1.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

- A. Contract Sum reasonable: The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents;
- B. Contractor familiar with Project: Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality, and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services, and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
- C. Contractor financially capable: Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
- D. Contractor can complete Work: Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 – INSURANCE AND BONDS

2.01 CONTRACTOR'S LIABILITY INSURANCE

- A. Prior to commencement of the Work, the Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner or the specification or approval of the insurance in this Contract or of its coverage or amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. The Contractor shall include in its bid the cost of all insurance and bonds required to complete the Base Bid Work and accepted alternates.

- B. The Contractor shall purchase and maintain in full force and effect the following insurance coverage without interruption from the date of commencement of the Work through the date of Final Acceptance and termination of any coverage required to be maintained after final payment, including, but not limited to, during the performance of any corrective Work required by Section 5.16. Completed Operations coverage shall remain in force for three (3) years after Final Acceptance. All coverages shall be written on an occurrence basis, reasonably acceptable to the Owner, and written for at least the minimum limits specified in this Section 2.01 or required by law, whichever coverage is greater.

1. Commercial General Liability (CGL):

- a. The Contractor shall procure an occurrence-based Commercial General Liability (CGL) insurance policy, written on an ISO-based occurrence form or its equivalent. Such insurance shall provide coverage for personal injury, bodily injury, and property damage liability arising from the Contractor's operations in connection with the Work, whether such operations are by the Contractor or Subcontractors and suppliers of any tier; owned, non-owned, and hired vehicles; work the Contractor may subcontract or sublet to others; and the indemnity provisions of this Contract. Without limiting the foregoing, such insurance shall protect the Contractor and additional insureds required by this Section 2.01 from claims set forth below that may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor or the additional insureds may be legally liable, whether such operations are by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- (1) Claims under workers' compensation (industrial insurance), disability benefit, and other similar employee benefit acts that are applicable to the Work to be performed in the form of Stop Gap Liability Insurance (Employer's Contingent Liability Insurance);
 - (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - (4) Claims for damages insured by usual personal injury liability coverage;
 - (5) Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - (6) Claims for bodily injury or property damage arising out of completed operations;
 - (7) Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 5.22 ("Indemnification"); and
 - (8) Claims for bodily injury and property damage resulting from mold and fungus.

- b. Without limiting the foregoing, this CGL insurance shall be on a comprehensive basis and include all major divisions of coverage, including, but not limited to:
 - (1) Premises and Operations;
 - (2) Products and Completed Operations;
 - (3) Explosion, Collapse, and Underground (XCU);
 - (4) The Owners and Contractors Protective;
 - (5) Personal and Advertising Injury, with employment exclusion deleted;
 - (6) Blanket contractual, including specific provision for Contractor's obligation under the indemnity provisions of this Contract; and
 - (7) Broad Form Property Damage.
 2. Automobile Liability: Such insurance shall provide coverage for all owned, non-owned, and hired automobiles. It shall cover claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle (including loss of use thereof arising out of operation of automobiles), including Comprehensive Automobile Liability, Bodily Injury, and Property Damage Combined Single Limit.
 3. Umbrella Policy: For projects with a Contract Sum of \$1 million or more, the Contractor shall procure a true umbrella policy that provides excess limits over the primary layer.
 4. Employer's Liability: The Contractor shall provide an employer's liability policy providing coverage for liability to employees for work-related bodily injury or disease, other than liability imposed by workers' compensation law.
 5. Workers' Compensation: The Contractor shall provide, and require Subcontractors of any tier to provide, workers' compensation insurance as required by the industrial insurance laws of the State of Washington.
- C. The Contractor's insurance obtained under this Section 2.01 will:
1. Name the Owner, the Owner's consultants, as well as their directors, officers, employees, and agents, as additional insureds under CG 2010 and CG 2037 or their equivalent.
 2. Include a severability of interest (cross-liability clause) in favor of the Owner for Work performed under this Contract.
 3. Be designated and endorsed as primary coverage for both defense and indemnity, and any Owner's policies shall be excess and non-contributory.
 4. Provide a waiver of any rights of subrogation against the Owner.

5. Have per-project general aggregate provisions in accordance with the limits set forth in Section 2.01J, which provisions may be modified in the Special Conditions. The insurance shall be endorsed to have the general aggregate apply to this Project only.
 6. Without limiting the foregoing, the insurance described above shall include coverage for underground collapse and explosion exposures.
- D. Any company writing the insurance to be obtained pursuant to this Section 2.01 shall be authorized to do business in the State of Washington. Insurance carriers providing insurance in accordance with the Contract Documents must be acceptable to Owner and shall possess an A.B. Best's policyholder's rating of "A" or better and a financial rating of no less than "VIII."
- E. Losses up to the deductible amount of any insurance under this part shall be the responsibility of the Contractor.
- F. The Contract Sum includes an amount to pay the premium for insurance required under the Contract Documents and to name the Owner and others listed in the Contract Documents as additional insureds on all insurance policies required by Section 2.01.
- G. There shall be no self-insured retention without the prior written approval of the Owner.
- H. If the Owner is damaged by the failure of the Contractor to maintain any of the insurance in this Section 2.01 or to so notify the Owner, the Contractor shall bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver.
- I. The Contractor shall comply with the Washington State Industrial Insurance Act and, if applicable, the Federal Longshoremen's and Harbor Workers' Act and the Jones Act.
- J. Coverage Limits: The minimum coverage limits for Contractor's liability insurance shall be as follows:
1. Commercial General Liability (CGL):
 - a. At least \$2,000,000 General Aggregate Limit (Other than Products-Completed Operations).
 - b. At least \$1,000,000 Each Occurrence Limit.
 - c. At least \$1,000,000 Products-Completed Operations Aggregate Limit.
 - d. At least \$1,000,000 Personal Injury and Advertising Liability Limit, each occurrence.
 2. Automobile Liability: At least \$1,000,000 Combined Single Limit for Automobile Bodily Injury and Property Damage Liability, each accident or loss.
 3. Umbrella Policy: Where applicable, the umbrella policy will have excess limits over the primary layer in an amount not less than \$2,000,000.
 4. Employer's Liability: At least \$1,000,000 each occurrence limit.

5. Workers' Compensation: The Contractor shall provide workers' compensation insurance in the amounts required by the industrial insurance laws of the State of Washington. For any employees not subject to the Washington State workers' compensation statute, the Contractor shall provide, and cause each Subcontractor to provide workers' compensation insurance with a private company in an amount equivalent to that provided by the workers' compensation statute, but no less than a \$1,000,000 limit of liability for the protection of its employees not otherwise protected. Stop Gap Liability Insurance (Employer's Contingent Liability Insurance) shall be at least \$1,000,000 Each Occurrence.

K. Proof of Insurance:

1. Prior to commencement of the Work, any presence on the site, or exposure to loss can occur, and in any event within seven (7) Days after the Owner has issued its Notice to Proceed, the Contractor shall furnish the Owner with the following:
 - a. Two (2) copies of Certificates of Insurance evidencing all insurance required by the Contract Documents;
 - b. A written statement of the actual costs (expressed as a percentage) of the Contractors' liability insurance under 2.01;
 - c. Endorsements for additional insureds as listed in Section 2.01C.1;
 - d. Two (2) copies of Department of Labor & Industries statements for state workers' compensation coverage.
2. All insurance policies and certificates must be signed copies. Edition dates of endorsements on policies obtained under this Section 2.01 shall be consistent.
3. All policies shall include the premium percentage to be paid by the Contractor for increases in the Contract Sum.
4. The Contractor shall furnish to the Owner copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage or limits.
5. Policies or certificates obtained under this part shall verify that the policy contains coverage for blanket contractual liability, including both oral and written contracts, and acknowledge the indemnification provisions and liability coverages called for by this Contract.
6. Upon written request, the Contractor shall provide a copy of its policies obtained under this part to the Owner within five (5) business days.
7. All insurance certificates obtained pursuant to this part will:
 - a. Name Owner's Project number and Project title.
 - b. State the insurance carrier's A.B. Best rating.
 - c. Evidence full compliance with the requirements of Section 2.01.

- d. Specifically require written notice by certified mail must be provided to the Owner at least forty-five (45) Days before the policies expire, are cancelled, or are reduced; the limits are decreased; or the additional insureds removed, except that thirty (30) Days' notice shall be required for surplus line insurance.
- 8. Notwithstanding anything herein to the contrary, the Contractor shall provide all bonding, insurance, and permit documentation as required by governmental entities for all portions of the Project.
- 9. The Contractor shall ensure and require that Subcontractors of any tier have insurance coverage to cover bodily injury and property damage on all operations and all vehicles owned or operated by Subcontractors of all tiers in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate limit. Also, the Subcontractors shall name the Contractor and the Owner and cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's completed operations.
- 10. The Owner may withhold payment pending receipt of all certificates of insurance meeting the requirements of Section 2.01K. Failure to withhold payment shall not constitute a waiver of any provision of the Contract.

2.02 PAYMENT AND PERFORMANCE BONDS

- A. In accordance with Chapter 39.08 RCW ("Contractor's Bond"), the Contractor will furnish to the Owner bonds, with a surety company admitted and licensed in the State of Washington and acceptable to the Owner, conditioned that the Contractor will: (1) faithfully perform all provisions of this Contract (the "Performance Bond"); and (2) pay all laborers, mechanics, Subcontractors, and materialmen, and all persons who supply such person, persons, or Subcontractors, with provisions and supplies for carrying out the Project and pay the taxes, increases, and penalties incurred on the Project under state law (the "Payment Bond"). Each of the Performance Bond and Payment Bond will be in the full amount of the Contract Sum. Such surety company will possess an A.M. Best rating of "A" or better and a financial rating of no less than "IX."
- B. Bond forms must be deemed acceptable and approved by Owner. Owner shall deem acceptable and approve payment and performance bonds that use the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312. Separate bonds for payment and performance must be provided to Owner. Provision of payment and performance bonds by Contractor to Owner is a condition precedent to performance by Owner.
- C. Prior to execution of a Change Order that, cumulatively with previous Change Orders, increases the Contract Award Amount by ten (10) percent or more, the Contractor shall provide either new payment and performance bonds for the revised Contract Sum, or riders to the existing payment and performance bonds increasing the amount of the bonds. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by ten (10) percent or more.

- D. No payment or performance bonds are required if the Contract Sum is \$150,000 or less and Owner and Contractor agree that Owner may, in lieu of the bond, retain 10 percent of the Contract Sum for the period allowed by RCW 39.08.010.
- E. All reinsurers that may be called upon to support or share in a surety's obligations specified in connection with the performance and payment bond obligations required of the Contractor by this Contract must also have an A.M. Best rating of "A" or better and financial rating of not less than "IX."
- F. Within seven (7) days of the issuance of Owner's Notice of Intent to Award the Contract, the Contractor will deliver evidence of its bondability to the Owner. Within seven (7) days after its execution of the Contract, the Contractor will deliver copies of the bonds to the Owner.
- G. THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT IF THE REQUESTED EVIDENCE OF BONDABILITY IS NOT RECEIVED. THE CONTRACTOR WILL NOT PROCEED WITH THE WORK UNTIL SUCH SURETY BOND IS RECEIVED. Evidence of bondability shall include the percentage to be paid by the Contractor for increases in the Contract Sum.
- H. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor will promptly furnish a copy of the bond(s) or will authorize a copy to be furnished.
- I. Additional Bond Security: The Contractor will promptly furnish additional security required to protect Owner and persons supplying labor or materials required by this Contract if: (1) Owner has a reasonable objection to the surety; or (2) any surety fails to furnish reports on its financial condition if required by Owner.
- J. Potential Subcontractors' Payment and Performance Bonds: Within ten (10) days after the issuance of the Notice to Proceed, any Subcontractors so required in the Bidding or Contract Documents or Special Conditions shall deliver evidence of their payment and performance bondability to the Owner through the Contractor. The evidence shall include a letter from the bonding company that includes the price of payment and performance bonds to be issued during the thirty (30) day period after the Notice to Proceed. The surety company must be acceptable to the Owner and admitted and licensed in the State of Washington, with an A.M. Best rating of "A" or better and a financial rating of no less than "VIII." The bonds shall be in an amount equal to the full contract sum of the Subcontract between the Subcontractor and the Contractor but shall not include sales tax. The bonds shall be conditioned that the Subcontractor shall faithfully perform all the provisions of its subcontract, payment of all obligations arising thereunder, and for one year's maintenance for correction of defective work. If the Owner elects to require payment and performance bonds from one or more of the Subcontractors, it will so notify the Contractor in writing within fourteen (14) days of receipt of the evidence of bondability from the respective Subcontractor, in which case the Contract Sum shall be increased by a Change Order in the amount specified in the letter, unless otherwise agreed by the parties. The Owner shall not be responsible for the costs of any Subcontractor bonds it requires until the Owner receives a copy of the bond. THE OWNER MAY DECLINE TO ENTER INTO THE CONTRACT OR MAY REQUIRE A CHANGE OF SUBCONTRACTOR AT NO INCREASE IN THE CONTRACT SUM OR CONTRACT TIME IF THIS EVIDENCE OF BONDABILITY IS NOT RECEIVED. THE OWNER MAY WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BONDS ARE RECEIVED. 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 permit a copy to be made. The Subcontractors responsible to the Contractor for the work listed in the Instructions to Bidders must comply with this paragraph to the extent directed by the Owner.

- K. If the Owner is damaged by the failure of the Contractor to maintain any of the bonds or insurance in this Section 2.02 or elsewhere in the Contract Documents or to so notify the Owner, then the Contractor will bear all costs attributable thereto. The Owner may withhold payment pending receipt of all certificates of insurance and bonds. Failure to withhold payment will not constitute a waiver.

2.03 ALTERNATIVE SURETY

- A. When alternative surety required: Contractor shall promptly furnish payment and performance bonds from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:
1. Owner has a reasonable objection to the surety; or
 2. Any surety fails to furnish reports on its financial condition if required by Owner.

2.04 BUILDER'S RISK

- A. Contractor to buy Property Insurance: Contractor shall purchase and maintain property insurance in the amount of the Contract Sum, including all Change Orders for the Work, on a replacement-cost basis until Substantial Completion. For projects not involving New Building Construction, "Installation Floater" is an acceptable substitute for the Builder's Risk Insurance. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
- B. Losses covered: Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, and debris removal (including demolition occasioned by enforcement of any applicable legal requirements), and shall cover reasonable compensation for A/E's services and expenses required as a result of an insured loss.
- C. Waiver of subrogation rights: Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described herein, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

3.02 CONSTRUCTION SCHEDULE

- A. Preliminary Progress Schedule: Contractor shall, within 14 Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work and the dates on which Contractor plans to start and finish major portions of the Work, including dates for Shop Drawings and other submittals, and for acquiring materials and equipment.
- B. Form of Progress Schedule: The Progress Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.
- C. Owner comments on Progress Schedule: Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 Days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
- D. Monthly updates and compliance with Progress Schedule: Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by Owner, Contractor shall submit a corrective action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.
- E. Contractor to notify Owner of delays: Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may suspend Work: Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 Days, or for such longer period as mutually agreed.
- B. Compliance with suspension; Owner's options: Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
 - 1. Cancel the written notice suspending the Work; or
 - 2. Terminate the Work covered by the notice as provided in the termination

provisions of Part 9.

- C. Resumption of Work: If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Equitable adjustment for suspensions: Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. Owner may stop Work for Contractor's failure to perform: If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. No equitable adjustment for Contractor's failure to perform: Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

- A. Force Majeure actions not a default; Force Majeure defined: Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:
 - 1. Acts of God or the public enemy;
 - 2. Acts or omissions of any government entity;
 - 3. Fire or other casualty for which Contractor is not responsible;
 - 4. Quarantine or epidemic;
 - 5. Strike or defensive lockout;
 - 6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 - 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available. The pandemic of the disease COVID-19 and the consequences thereof do not constitute a Force Majeure Event.
- B. Contract Time adjustment for Force Majeure: Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contract Time or Contract Sum adjustment if Owner at fault: Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment

in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to Sections 7.02 and 7.03.

- D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. Contractor to notify Owner of labor disputes: If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. Pass through notification provisions to Subcontractors: Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

- A. Liquidated Damages
 - 1. Reason for Liquidated Damages: Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
 - 2. Calculation of Liquidated Damages amount: The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.

3. Contractor responsible even if Liquidated Damages assessed: Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

Calculation of Actual Damages: Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

C. Waiver of Claims for Consequential Damages

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

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

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. Specifications and Drawings are basis of the Work: The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.
- B. Parts of the Contract Documents are complementary: The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor to report discrepancies in Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to the Owner (and A/E, if applicable) in writing.
- D. Contractor knowledge of discrepancy in documents – responsibility: Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any

of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.

- E. Contractor to perform Work implied by Contract Documents: Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Interpretation questions: Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the Owner (and A/E, if applicable).

4.02 **PROJECT RECORD**

- A. Contractor to maintain Project Record Drawings and Specifications: Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities, and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals (COP). This separate set of Drawings and Specifications shall be the "Project Record."
- B. Update Project Record weekly and keep on site: The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD." The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Final Project Record before Final Acceptance: Contractor shall submit the completed and finalized Project Record to the Owner (and A/E, if applicable) prior to Final Acceptance.

4.03 **SHOP DRAWINGS**

- A. Definition of Shop Drawings: "Shop Drawings" means documents and other information required to be submitted to the Owner (or A/E, if applicable) by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e., form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.
- B. Approval of Shop Drawings: Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Shop Drawings submitted to the Owner (or A/E, if applicable) without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for the Owner

(or A/E, if applicable) to review. The Owner (or A/E, if applicable) will review, approve, or take other appropriate action on the Shop Drawings. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the A/E, if applicable, or Owner has approved or taken other appropriate action. The A/E and/or Owner, as applicable, shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

- C. Contractor not relieved of responsibility when Shop Drawings approved: Approval, or other appropriate action with regard to Shop Drawings, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. Variations between Shop Drawings and Contract Documents: If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If the Owner (or A/E, if applicable) approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.
- E. Contractor to submit copies of Shop Drawings: Contractor shall submit to A/E and Owner for approval five (5) copies of all Shop Drawings. Unless otherwise indicated, three (3) sets of all Shop Drawings shall be retained by A/E, if applicable, or the Owner and two (2) sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

Specification organization by trade: Specifications may be prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. A/E, not Contractor, owns Copyright of Drawings and Specifications: The Drawings, Specifications, and other documents prepared by A/E, if any, are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, if any, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. Drawings and Specifications to be used only for this Project: The Drawings, Specifications, and other documents prepared by the A/E, if any, and copies thereof furnished to

Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner (and A/E, if applicable). Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E, if any, appropriate to and for use in the execution of their Work.

- C. Shop Drawing license granted to Owner: Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Section 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. Shop Drawings to be used only for this Project: The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PART 5 – PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor responsible for means and methods of construction: Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Compliance with laws: The Contractor shall abide by the provisions of all applicable Washington statutes and regulations and all those provisions of the county and city municipal codes that apply in the jurisdiction where the Project is located. Although a number of statutes are referenced in the Contract Documents, these references are not meant to be a complete list and should not be relied upon as such.
- C. WSSP compliance: The Parties acknowledge and agree that to the extent this Project receives Washington State funds for school construction, design and construction of the Project must meet at least the Washington Sustainable Schools Protocol (WSSP) requirements in accordance with Chapter 39.35D RCW. The Contractor will provide all services, including, but not limited to, labor and materials, required to construct the Project such that it fully meets all WSSP requirements in effect at the time the Project, or any portion thereof, is completed. The Contractor will fully participate in any and all activities

required by state law or regulations or the WSSP to achieve WSSP compliance and approval, including, but not limited to, providing all applications, documentation, and reports (annual or otherwise) requested by Owner or mandated by the WSSP. The Contractor will manage environmental issues and implement and document the Project's WSSP requirements, including but not limited to: monitoring the submittal process to ensure WSSP compliance, training Subcontractors in WSSP requirements, reviewing design changes during construction for WSSP impacts and informing the Owner of said impacts, ensuring installed products are WSSP compliant, and assembling, maintaining, and submitting all records to document WSSP compliance, including but not limited to annual reports.

- D. Competent superintendent required: Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.
- E. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- F. Unemployment Compensation: Pursuant to Chapter 50.24 RCW ("Contributions by Employers") in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Contract or arrange for a bond acceptable to the Commissioner of the ESD.
- G. Contractor to employ competent and disciplined workforce: Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work, including observance of badging, drug testing, and all smoking, tobacco, drug, alcohol, parking, safety, weapons, background checks, sexual harassment, and other rules governing the conduct of personnel at Owner's property and at the Project site.
 - 1. Copies of the Owner's policies and procedures applicable to the Project are available at <https://www.longviewschools.com/about/policies-procedures> .
 - 2. Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
 - 3. No employees of either Contractor or any of its Subcontractors of any tier shall harass, intimidate, have physical contact with, or engage in other verbal or physical conduct or communication of a sexual, intimidating, or harassing nature with students, parents, volunteers, or Owner's directors, officers, or employees, nor create an intimidating, hostile, or offensive environment.
 - 4. Without limiting the foregoing, Contractor shall remove from the Work and Project site any employee, agent, or other person who has violated Owner's policies and/or procedures or otherwise engaged in actions that Owner reasonably considers objectionable without change in the Contract Sum or Contract Time.
 - 5. Contractor shall also ensure by appropriate provisions in each subcontract agreement that Contractor may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has violated District

policies/procedures or engaged in such action without change in the Contract Sum or Contract Time.

- G. Drug-Free Workplace: The Contractor and all Subcontractors of any tier shall fully comply with all applicable federal, state, and local laws and regulations regarding maintaining a drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.
- H. Tobacco-Free Environment: Pursuant to RCW 28A.210.310, smoking or use of any kind of lighted pipe, cigar, cigarette, vaping device, or any other lighted smoking equipment, tobacco material, or smokeless tobacco product is prohibited on all District property.
- I. Weapons-Free Environment: The Contractor and its employees, agents, and Subcontractors of any tier shall not bring onto the Project site or onto any Owner property any firearm or any other type of weapon described in either RCW 9.41.280(1) or RCW 9.41.250. Any person violating this Section shall immediately be removed from the Work, and such a violation shall be grounds for termination of this Contract for cause at the Owner's discretion.
- J. Background checks: All employees of Contractor and Subcontractors of any tier who may have unsupervised access to students shall undergo a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-.834, RCW 10.97.030, and RCW 10.97.050, and through the Federal Bureau of Investigation, before working at the Project site. The record check will include a fingerprint check using a complete Washington State criminal identification fingerprint card. Contractor will provide the results of the record check to the subject of the records and to Owner. Contractor will pay all costs of the requirements set forth in this provision. When necessary, applicants may be employed on a conditional basis pending completion of the background check. In addition, any agreements between the Contractor and Subcontractors of any tier who will perform services for Owner will include this provision requiring the Subcontractor to comply with RCW 28A.400.303.
- K. Crimes Against Children: The Contractor will prohibit any employee of the Contractor from working at the Project site who has pleaded guilty to or been convicted of any crime enumerated in RCW 28A.400.322, as now or hereafter amended. Any failure to comply with this Section 5.01K will be grounds for the Owner to immediately terminate the Contract. In addition, any agreements between the Contractor and Subcontractors of any tier who will perform services for the Owner will include this provision requiring the Subcontractor to prohibit any employee of said Subcontractor from working at a public school or the Project site who has pleaded guilty to or been convicted of any crime enumerated in RCW 28A.400.322.
- L. Contractor to keep Project documents on site: Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- M. Work during off hours: When work is to be performed during other than normal working hours or on Longview School District holidays, Contractor shall give Owner prior notice. Any construction activity between the hours of 10:00 p.m. to 6:00 a.m. is subject to approval of Owner.
- N. Without limiting Section 9.01, failure to comply with these requirements in Section 5.01 is grounds for immediate termination of the Contract for cause.

5.02 PERMITS, FEES, AND NOTICES

- A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. Allowances for permit fees: If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.

5.03 PATENTS AND ROYALTIES

Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

- A. Contractor to Pay Prevailing Wages: Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with Chapter 39.12 RCW and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and Subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every Subcontractor, of any tier, that performed work on the Project.
- D. Disputes: Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW

39.12.060.

- E. Statement with Pay Application; Post Statements of Intent at Jobsite: Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- F. Contractor to Pay for Statements of Intent and Affidavits: In compliance with Chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.
- G. Certified Payrolls: Consistent with WAC 296-127-320, the Contractor and any Subcontractor shall submit a certified copy of payroll records if requested.

5.05 **HOURS OF LABOR**

- A. Overtime: Contractor shall comply with all applicable provisions of Chapter 49.28 RCW, which are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall be not less than one and one-half (1.5) times the rate allowed for this same amount of time during eight (8) hours of service.
- B. 4-10 Agreements: Notwithstanding the preceding paragraph, Chapter 49.28 RCW permits the Contractor or a Subcontractor subject to those provisions to enter into an agreement with its employees in which the employees work up to ten (10) hours in a calendar day. No such agreement may provide that the employees work ten (10) hour days for more than four (4) calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of Chapter 49.28 RCW shall not apply to the hours, up to forty (40) hours per week, worked pursuant to any such agreement.

5.06 **NONDISCRIMINATION**

- A. Discrimination prohibited by applicable laws: Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, the Washington State Law Against Discrimination, RCW 49.60, and Gubernatorial Executive Order 85-09. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.
- B. During performance of the Work:
 - 1. Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam

era veteran status, ordisabled veteran status, nor commit any other unfair practices as defined in Chapter 49.60 RCW.

2. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.
 3. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and Chapter 49.60 RCW.
 4. Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
 5. Passthrough provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.
- C. Provisions for Aged and Handicapped Persons: The Contractor shall comply with applicable statutory provisions relating to public works of Chapter 70.92 RCW ("Provisions in Buildings for Aged and Handicapped Persons") and the federal Americans with Disabilities Act (ADA) and federal implementing regulations.
- 5.07 SAFETY PRECAUTIONS**
- A. Contractor responsible for safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. The Contractor shall comply with pertinent provisions of Chapter 49.17 RCW ("Washington Industrial Safety and Health Act") and Chapter 296-155 WAC ("Safety Standards for Construction Work").
- B. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor to provide HazMat training: Contractor shall provide all persons working on the

Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.

1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. WAC: The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
 - b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
 - c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:
 - a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
 - c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Hazardous, toxic, or harmful substances: Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state, or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.
 2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any

federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.

- F. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. Contractor to act in an emergency: In an emergency affecting the safety of life, the Work, or adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner (or A/E if applicable) with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.
- I. In order to receive a Notice to Proceed, the Contractor must submit the following to Owner:
 - 1. A copy of its company Safety Program. The Safety Program shall contain, at a minimum, the following:
 - a. Organization, including names of individuals who will perform safety duties, titles, work assignments, authority and reporting relationships.
 - b. Training Program. Who, how and when training is provided; method of employee training concerning safety rules and procedures; training in use of protective equipment.
 - c. Protective Equipment. List of personal protective equipment to be provided to employees.
 - d. Accident Prevention and Loss Control Plan. Work site inspection and hazard correction procedures; disciplinary procedures for safety infractions; accident response, investigation and reporting procedures.
 - e. Regular Safety Meetings. On-site weekly or other frequency as appropriate, safety meetings mandatory for all employees.
- J. Prior to commencing any Work onsite, Contractor shall submit an appropriate site specific safety plan for Owner's acceptance. The plan must be tailored to the needs of the particular project and to the types of hazards involved, and be in compliance with WISHA requirements. Contractor shall not begin any on-site Work until the site-specific safety plan has been accepted by Owner.
- K. COVID-19 Safety Compliance: Contractor shall comply with Owner's COVID-19 safety and mitigation protocols, as they may be revised from time to time and ensure that its owner(s) and employees, and those of its Subcontractors, comply with such mitigation protocols. Contractor shall also comply with and ensure its owner(s) and employees, and those of its Subcontractors, comply with Proclamation 21-14.1 *et seq.*

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
- C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and reporting by Contractor of demolished materials: Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

5.09 PRIOR NOTICE OF EXCAVATION

- A. Excavation defined; Use of locator services: "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical

conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than seven (7) Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.

- B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.
- C. Mold: If Contractor encounters mold in the course of its work, it shall notify Owner to evaluate what action might be necessary. Contractor shall ensure that all building materials used during the work are dry prior to incorporation into the Work. If Contractor encounters water intrusion from any source it shall take immediate steps to ensure that any effected material is dry according to generally accepted industry standards

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES AND IMPROVEMENTS

- A. Contractor to protect and repair property: Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

- A. Advanced planning of the Work: Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Layout responsibilities: Contractor shall lay out the Work from any Owner-established baselines and benchmarks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

- A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by tradename, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Owner (or A/E if

applicable), is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents. Contractor shall ensure that all equipment, materials, and articles incorporated into the Work shall be free of asbestos.

- B. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Owner may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner to provide and charge for utilities: Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- B. Contractor to install temporary connections and meters: Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTIONS

- A. Contractor to provide for all testing and inspection of Work: Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. Owner may conduct tests and inspections: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
 - 1. Constitute or imply acceptance;
 - 2. Relieve Contractor of responsibility for providing adequate quality control measures;

3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Inspections or inspectors do not modify Contract Documents: Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material, and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes reinspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

5.16 CORRECTION OF NONCONFORMING WORK

- A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. Contractor's compliance with warranty provisions: If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found by the Owner to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the

actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

- E. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. Owner may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

Owner and A/E access to Work site: Contractor shall provide Owner (and A/E if applicable) access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

Owner may award other contracts; Contractor to cooperate: Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph in each of its first-tier subcontracts and shall require each of its Subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the Subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all Subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first-tier Subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of Subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the Subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
 5. On a 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 Chapter 49.04 RCW for the one-year period immediately preceding the date of the Owner's first advertisement of the project.
- B. Provide names of Subcontractors and use qualified firms: Before submitting the first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.
- C. Subcontracts in writing and passthrough provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract

Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-Subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.

- D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
1. Effective only after termination and Owner approval: The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
 2. Owner assumes Contractor's responsibilities: After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
 3. Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

- A. Contractor warranty of Work: In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. Contractor responsibilities: With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
1. Obtain warranties: Obtain all warranties that would be given in normal commercial practice;
 2. Warranties for benefit of Owner: Require all warranties to be executed, in writing, for the benefit of Owner;
 3. Enforcement of warranties: Enforce all warranties for the benefit of Owner, if directed by Owner; and
 4. Contractor responsibility for subcontractor warranties: Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranties should they extend beyond the period specified in the Contract Documents.
- C. Warranties beyond Final Acceptance: The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION

- A. To the fullest extent permitted by law and subject to the conditions of this Section 5.22, the Contractor shall defend, indemnify, and hold harmless the Owner, its directors, officers, employees, consultants, project manager, students, and volunteers, the A/E, the A/E's consultants, agents and employees of any of them, and the successors and assigns 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 costs, design professional and consultant fees, and attorneys' fees incurred on such claims and in proving the right to indemnification ("Claims"), arising out of or resulting from performance of the Work, provided that such Claim 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 of any tier, their agents, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable ("Indemnitor"), regardless of whether or not such Claim is caused in part by a party indemnified hereunder.
1. The Contractor shall fully defend, indemnify, and hold harmless the Indemnified Parties for the sole negligence of the Indemnitor.
 2. If such claims are caused by or are resulting from the sole negligence of the Indemnified Parties or their agents or employees, then the Contractor shall have no duty to defend, indemnify, and hold harmless the Indemnified Parties.
 3. If such claims are caused by or are resulting from the concurrent negligence of (a) the Indemnified Parties or the Indemnified Parties' agents or employees, and (b) the Contractor or the Contractor's agents or employees, then the Contractor shall be obligated to defend, indemnify, and hold harmless the Indemnified Parties only to the extent of the Indemnitor's negligence.
- B. The Contractor agrees to being added by the Owner as a party to any arbitration or litigation with third parties in which the Owner alleges indemnification or contribution from the Contractor, any of its Subcontractors of any tier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The Contractor agrees that all of its Subcontractors of any tier shall, in their subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s) of any tier.
- C. To the extent any portion of this 5.22 is stricken by a court of competent jurisdiction for any reason, all remaining provisions shall retain their vitality and effect.
- D. The obligations of the Contractor under this Section 5.22 shall not be construed to negate, abridge, or otherwise reduce any other right or obligations of indemnity which would otherwise exist as to any party or person described in this Section 5.22. To the extent the wording of this Section 5.22 would reduce or eliminate an available insurance coverage of the Contractor or the Owner, this Section 5.22 shall be considered modified to the extent that such insurance coverage is not affected.
- E. In claims against any person or entity indemnified under this Section 5.22 by an employee of the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.22 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor of any tier under workers' compensation acts, disability benefit acts, or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the Owner and its consultants only under Title 51 RCW ("Industrial Insurance)." IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE OWNER

PRIOR TO THE DATE FOR THE RECEIPT OF BIDS, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY.

- F. Contractor will immediately report to the Owner any failure by the Contractor, a Subcontractor of any tier, or any third party observed by the Contractor to comply with applicable laws, regulations, or ordinances while performing the Work or upon the Project, including, but not limited to, those related to environmental compliance, spills, unauthorized fill in waters of the State (including wetlands), water quality standards, noise, and air quality.

PART 6 – PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contract Sum: Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.

6.02 SCHEDULE OF VALUES

Contractor to submit Schedule of Values: Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principal category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.03 APPLICATION FOR PAYMENT

- A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. Reconciliation of Work with Progress Schedule: At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. Payment for material delivered to site or stored off-site: If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
1. Suitable facility or location: The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;
 2. Facility or location within 10 miles of Project: The facility or location is located within

a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;

3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);
4. Insurance provided on materials in facility or location: Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
5. Facility or location locked and secure: The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
6. Owner right of access to facility or location: Owner shall at all times have the right of access in company of Contractor;
7. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and
8. Contractor provides documentation and Notice when materials moved to site: Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with Chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Withholding retainage; Options for retainage: Owner shall retain five (5) percent of the amount of each progress payment until forty-five (45) Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. In accordance with Chapter 60.28 RCW, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may authorize in writing Contractor to provide an appropriate bond in lieu of the retained funds.
- C. Title passes to Owner upon payment: Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
- D. Interest on unpaid balances: Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in Chapter 39.76 RCW.

6.05 PAYMENTS WITHHELD

- A. Owner's right to withhold payment: Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
1. Non-compliant Work: Work not in accordance with the Contract Documents;
 2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. Owner correction or completion Work: Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;
 4. Contractor's failure to perform: Contractor's failure to perform in accordance with the Contract Documents; or
 5. Contractor's negligent acts or omissions: Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. Owner to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with Chapter 39.76 RCW.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

Chapters 39.08 RCW and 60.28 RCW incorporated by reference: Chapters 39.08 RCW and 60.28 RCW, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.07 SUBSTANTIAL COMPLETION

Substantial Completion defined: Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the facilities (or portion thereof designated and approved by Owner) for the use for which it is intended. All Work other than incidental corrective and incidental punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

- A. Prior Occupancy defined; Restrictions: Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or

constitute a waiver of claims.

- B. Damage; Duty to repair and warranties: Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one (1) year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall Final Completion constitute Final Acceptance, which is a subsequent, separate, and distinct action.
- B. Final Acceptance defined: Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Final payment waives Claim rights: Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every actor omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.

PART 7 – CHANGES

7.01 CHANGE IN THE WORK

- A. Changes in Work, Contract Sum, and Contract Time by Change Order: Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. Owner may request COP from Contractor: If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within fourteen (14) Days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

- C. COP negotiations: Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. Change Order as full payment and final settlement: If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- E. Failure to agree upon terms of Change Order; Final offer and Claims: If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within thirty (30) Days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.
- F. Field Authorizations: The Owner may direct the Contractor to proceed with a change in the work through a written Field Authorization (also referred to as a Field Order) when the time required to price and execute a Change Order would impact the Project.

The Field Authorization shall describe and include the following:

1. The scope of work;
2. An agreed upon maximum not-to-exceed amount;
3. Any estimated change to the Contract Time;
4. The method of final cost determination in accordance with the requirements of Part 7 of the General Conditions;
5. The supporting cost data to be submitted in accordance with the requirements of Part 7 of the General Conditions;

Upon satisfactory submittal by the Contractor and approval by the Owner of supporting cost data, a Change Order will be executed. The Owner will not make payment to the Contractor for Field Authorization work until that work has been incorporated into an executed Change Order.

7.02 CHANGE IN THE CONTRACT SUM

A. General Application

1. Contract Sum changes only by Change Order: The Contract Sum shall only be

changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal.

2. Owner fault or negligence as basis for change in Contract Sum: If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - a. Notice and record keeping for equitable adjustment: A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within seven (7) Days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.
 - b. Content of notice for equitable adjustment; Failure to comply: Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than seven (7) Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - c. Contractor to provide supplemental information: Within thirty (30) Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with Subsection (a), above, with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with Section 7.03C. Failure to provide such additional information and

documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- d. Contractor to proceed with Work as directed: Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - e. Contractor to combine requests for same event together: Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
3. Methods for calculating Change Order amount: The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
- a. Fixed Price: On the basis of a fixed price as determined in Section 7.02B.
 - b. Unit Prices: By application of unit prices to the quantities of the items involved as determined in Section 7.02C.
 - c. Time and Materials: On the basis of time and material as determined in Section 7.02D.
 - d. Fixed price method is default; Owner may direct otherwise: When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in the paragraph immediately above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing – Fixed Price

Procedures: When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

1. Breakdown and itemization of details on COP: Contractor's COP, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, Subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
2. Use of industry standards in calculating costs: All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
3. Costs contingent on Owner's actions: If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. Markups on additive and deductive Work: The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or

Subcontractor, small tools, overhead, profit, bond, and insurance markups will apply to the net difference.

5. Breakdown not required if change less than \$1,000: If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. Breakdown required if change between \$1,000 and \$2,500: If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
 - a. Lump sum labor;
 - b. Lump sum material;
 - c. Lump sum equipment usage;
 - d. Overhead and profit as set forth below; and
 - e. Insurance and bond costs as set forth below.
7. Components of increased cost: Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
 - a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. When estimating labor hours for electrical work, such hours shall be no greater than the Labor Units for specific items included in the "Normal" project conditions column of the NECA Manual of Labor Units, most recent edition. When estimating labor hours for mechanical work, such hours shall be no greater than 75% of the Labor Units for specific items included in the MCAA Web-Based Estimating Manual (WebLEM), subject to the assumptions and notes in the WebLEM, except that the Labor Units for "Hangers, Sleeves, & Inserts" shall be no greater than 50% of the WebLEM Labor Units. Special exceptions for electrical and mechanical work may be made for work having to be performed under extraordinary conditions. Such exceptions shall be identified and explained in any applicable pricing proposals and shall be subject to approval by Owner. The hourly costs shall be based on the following:
 - (1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages" or a higher amount if approved by the Owner. Direct supervision shall be a reasonable percentage not to exceed fifteen (15) percent of the cost of direct labor. No supervision markup shall be allowed in a Change Order that contains direct labor costs for a working supervisor's hours (including any category of foreman).

- (2) Worker's insurance: Direct contributions to the State of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
 - (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - (4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
 - (5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed two (2) of the sum of the amounts calculated in (1), (2), and (3) above.
- b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, including, but not limited to, Contractor's supplier(s)' actual cost(s) available from the standard industry pricing guide "Trade Service." If those are not available, material costs shall be developed second from supplier quotations. If those are not available, material costs shall be developed third from other standard industry pricing guides. Material costs shall include all available discounts. Freight costs, express charges, or special delivery charges shall be itemized.
- c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. The Contractor's cost for utility vehicles and other items such as pickup trucks, vans, flatbed trucks, storage trailers, containers, etc., that are already in use or planned for use on the Project will not be compensated in Change Order work except for the time that, in the opinion of the Owner, such items: (1) are directly and necessarily used for the performance of the change work; and (2) the cost of using such items has not been included within the Contractor's total project overhead costs. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:
- (1) Associated General Contractors Washington State Department of Transportation (AGC-WSDOT) Equipment Rental Agreement current edition, on the Contract execution date.
 - (2) The National Electrical Contractors Association for equipment used on electrical work. Equipment pricing shall be no greater than seventy-five (75) percent of NECA monthly rates.
 - (3) The Mechanical Contractors Association of America for equipment used on mechanical work.

The EquipmentWatch Rental Rate Blue Book shall be used as a basis for

establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC-WSDOT Equipment Rental Agreement, current edition on the Contract execution date.

- d. Allowance for small tools, expendables & consumable supplies: Small tools consist of tools which cost \$1,000 or less and are normally furnished by the performing Contractor. The maximum rate for small tools shall not exceed the following:

- (1) For Contractor: three (3) percent of direct labor costs.
- (2) For Subcontractors: five (5) percent of direct labor costs.

Expendables and consumables supplies directly associated with the change in Work must be itemized.

- e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for change Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.

- f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum. If the Contractor is compensated under Section 7.03D, the amount of such compensation shall be reduced by the amount Contractor is otherwise entitled to under this Subsection (f). This allowance shall compensate Contractor for all non-craft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

- (1) Projects less than \$3 million: For projects where the Contract Award Amount is under \$3 million, the following shall apply:
 - (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, sixteen (16) percent of the first \$50,000 of the cost, and four (4) percent of the remaining cost, if any.
 - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower-tier Subcontractors), for any Work actually performed by its own forces, sixteen (16) percent of the first \$50,000 of the cost, and four (4) percent of the remaining cost, if any.
 - (c) Contractor markup for Subcontractor Work: For Contractor, for any work performed by its Subcontractor(s), six (6) percent of the first \$50,000 of the amount due each Subcontractor, and four (4) percent of the remaining amount, if any.

- (d) Subcontractor markup for lower-tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, four (4) percent of the first \$50,000 of the amount due the Sub-Subcontractor, and two (2) percent of the remaining amount, if any.
 - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Sections 7.02B.7.a-e.
- (2) Projects more than \$3 million: For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:
 - (f) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, twelve (12) percent of the first \$50,000 of the cost, and four (4) percent of the remaining cost, if any.
 - (g) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower-tier Subcontractors), for any Work actually performed by its own forces, twelve (12) percent of the first \$50,000 of the cost, and four (4) percent of the remaining cost, if any.
 - (h) Contractor markup for Subcontractor Work: For Contractor, for any Work performed by its Subcontractor(s), four (4) percent of the first \$50,000 of the amount due each Subcontractor, and two (2) percent of the remaining amount, if any.
 - (i) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, four (4) percent of the first \$50,000 of the amount due the Sub-Subcontractor, and two (2) percent of the remaining amount, if any.
 - (j) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B.7.a-e.
- g. Allowance for profit: Allowance for profit is an amount to be added to the cost of any change in Contract Sum, but not to the cost of change in Contract Time for which Contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
 - (1) Contractor / Subcontractor markup for self-performed Work: For Contractor or Subcontractor of any tier for work performed by their forces, six (6) percent of the cost developed in accordance with Sections 7.02B.7.a-e.
 - (2) Contractor / Subcontractor markup for Work performed at lower tier:

For Contractor or Subcontractor of any tier for work performed by a Subcontractor of a lower tier, four (4) percent of the subcontract cost developed in accordance with Section 7.02B.7.a-h.

- h. Insurance and bond premiums: Cost of change in insurance or bond premium: This is defined as:

(1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and

(2) Payment and Performance Bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with Subsections f.-g, above.

C. Change Order Pricing – Unit Prices

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
 - a. Scope: Scope of work to be performed;
 - b. Reimbursement basis: Type of reimbursement including pre-agreed rates for material quantities; and
 - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
 - a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Leave access as appropriate for quantity measurement; and
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with Section 7.02B and satisfy the following requirements:
 - a. Unit prices must include overhead, profit, bond, and insurance premiums: Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and
 - b. Owner verification of quantities: Quantities must be supported by field measurement statements signed by Owner.

D. Change Order Pricing – Time-and-Material Prices

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
 - a. Scope: Scope of Work to be performed;

- b. Reimbursement basis: Type of reimbursement, including pre-agreed rates, if any, for material quantities or labor; and
 - c. Reimbursement limit: Cost limit of reimbursement.
- 2. Contractor responsibilities: Contractor shall:
 - a. Identify workers assigned: Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Provide daily timesheets: Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within two (2) working days for Owner's review.
 - c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;
 - d. Perform Work efficiently: Perform all Work in accordance with this section as efficiently as possible; and
 - e. Not exceed Owner's cost limit: Not exceed any cost limit(s) without Owner's prior written approval.
- 3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with Section 7.02B and additional verification supported by:
 - a. Timesheets: Labor detailed on daily time sheets; and
 - b. Invoices: Invoices for material.

7.03 CHANGE IN THE CONTRACT TIME

- A. COP requests for Contract Time: The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. Time extension permitted if not Contractor's fault: If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
 - 1. Notice and record keeping for Contract Time request: A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within seven (7) Days of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.
 - 2. Timing and content of Contractor's Notice: Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than seven (7)

Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

3. Contractor to provide supplemental information: Within thirty (30) Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with Section 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 4. Contractor to proceed with Work as directed: Pending final resolution of any request in accordance with this Section 7.03C unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Contractor to demonstrate impact on critical path of schedule: Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. Cost of change in Contract Time: Contractor may request compensation for the cost of a change in Contract Time in accordance with this Section 7.03D, subject to the following conditions:
1. Must be solely fault of Owner or A/E: The change in Contract Time shall solely be caused by the fault or negligence of Owner (or A/E, if applicable);
 2. Procedures: Contractor shall follow the procedure set forth in Section 7.03B;
 3. Demonstrate impact on critical path: Contractor shall establish the extent of the change in Contract Time in accordance with Section 7.03C; and
 4. Limitations on daily costs: The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B.7.f for any

change in the Work that contributed to this change in Contract Time:

- a. Non-productive supervision or labor: cost of nonproductive field supervision or labor extended because of delay;
- b. Weekly meetings and indirect activities: cost of weekly meetings or similar indirect activities extended because of the delay;
- c. Temporary facilities or equipment rental: cost of temporary facilities or equipment rental extended because of the delay;
- d. Insurance premiums: cost of insurance extended because of the delay;
- e. Overhead: general and administrative overhead in an amount to be agreed upon, but not to exceed three (3) percent of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

PART 8 – CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. Claim is Contractor's remedy: If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as provided in Section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Claim filing deadline for Contractor: Contractor shall file its Claim within sixty (60) Days from Owner's final offer made in accordance with Section 7.01E, or by the date of Final Acceptance, whichever occurs first.
- C. Claim must cover all costs and be documented: The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
 1. Factual statement of Claim: A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 2. Dates: The date on which facts arose which gave rise to the Claim;
 3. Owner and A/E employee's knowledgeable about Claim: The name of each employee of Owner (or A/E, if applicable) knowledgeable about the Claim;
 4. Support from Contract Documents: The specific provisions of the Contract Documents which support the Claim;
 5. Identification of other supporting information: The identification of any documents and the substance of any oral communications that support the Claim;
 6. Copies of supporting documentation: Copies of any identified documents, other than the Contract Documents, that support the Claim;
 7. Details on Claim for Contract Time: If an adjustment in the Contract Time is sought:

the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;

8. Details on Claim for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and
 9. Statement certifying Claim: A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. Owner's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. Response time for Claim less than \$50,000: If the Claim amount is less than \$50,000, with a decision within sixty (60) Days from the date the Claim is received; or
 2. Response time for Claim of \$50,000 or more: If the Claim amount is \$50,000 or more, with a decision within sixty (60) Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim, unless Contractor follows the procedure set forth in Section 8.02.
- F. Continuing Contract performance: Pending final resolution of a Claim, and except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and maintain Contractor's Construction Schedule, and the Owner shall continue to make payments in accordance with the Contract Documents.
- G. Waiver of Contractor rights for failure to comply with this Section: Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

8.02 LITIGATION

- A. If Contractor disagrees with Owner's decision rendered in accordance with Section 8.01D, Contractor shall serve and file a lawsuit in an appropriate court within one-hundred and twenty (120) Days of Owner's decision. This requirement cannot be waived except by an explicit waiver signed by Owner. The failure to file a lawsuit within said one-hundred and twenty (120) Day period shall result in Owner's decision rendered in accordance with Section 8.01D being final and binding on Contractor and all of its Subcontractors.

- B. At any time, either before or after a lawsuit has been commenced by Contractor in accordance with Section 8.02A, Owner may require Contractor to participate in further mediation or arbitration, or both, in any forum or format as determined by Owner.
- C. Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor (and A/E, if applicable), and Owner (and A/E, if applicable) shall, upon demand by Owner, be submitted in a single forum, or Owner may consolidate such Claims or join any of the above-named parties in the same forum.

8.03 **CLAIMS AUDITS**

- A. Owner may audit Claims: All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. Contractor to make documents available: In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
 - 1. Daily time sheets and supervisor's daily reports;
 - 2. Collective bargaining agreements;
 - 3. Insurance, welfare, and benefits records;
 - 4. Payroll registers;
 - 5. Earnings records;
 - 6. Payroll tax forms;
 - 7. Material invoices, requisitions, and delivery confirmations;
 - 8. Material cost distribution worksheet;
 - 9. Equipment records (list of company equipment, rates, etc.);
 - 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 - 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 - 12. Subcontractors' and agents' payment certificates;
 - 13. Cancelled checks (payroll and vendors);
 - 14. Job cost report, including monthly totals;
 - 15. Job payroll ledger;
 - 16. Planned resource loading schedules and summaries;
 - 17. General ledger;
 - 18. Cash disbursements journal;

19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for three (3) years preceding execution of the Work;
 20. Depreciation records on all company equipment, whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;
 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents that establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
 24. Work sheets, software, and all other documents used by Contractor to prepare its bid.
- C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

PART 9 – TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. Notice to Terminate for Cause: Owner may, upon seven (7) Days' written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
 6. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having

jurisdiction; or

7. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Owner's actions upon termination: Upon termination, Owner may at its option:
1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;
 2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.20; and
 3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.
- C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in Section 9.02B and shall not be entitled to receive further payment until the Work is accepted.
- E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work (including compensation for A/E's services, if applicable) and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminates Contractor for cause and it is later determined that none of the circumstances set forth in Section 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;
 2. No further orders or Subcontracts: Place no further orders or Subcontracts for

materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;

3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and
 6. Continue performance not terminated: Continue performance only to the extent not terminated.
- C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.
- D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the State of Washington. Venue shall be in the county in which Owner's administrative office is located, unless otherwise specified.

10.02 SUCCESSORS AND ASSIGNS

Bound to successors; Assignment of Contract: Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the State of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract

Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the Drawings or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No waiver of rights: No action or failure to act by Owner (or A/E, if applicable) shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval or an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Contractor must be registered or licensed: Pursuant to Chapter 39.06 RCW, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to Chapter 18.27 RCW.

10.06 TIME COMPUTATIONS

Computing time: When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

Six-year records retention period: The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with Section 8.03, shall be retained for a period of not less than six (6) years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

No third-party relationships created: The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Contractor assigns overcharge amounts to Owner: Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its Sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the designated

representative as identified in the Contract Documents, or to an officer of the corporation for which it was intended if the designated representative no longer works for that party; or if delivered at, or sent by facsimile, email, registered or certified mail, or courier service providing proof of delivery to, the last business address known to the party giving notice. The date of written notice shall be the earlier of the date of personal delivery, actual receipt by facsimile or email, or three (3) calendar days after the date of postmark.

10.11 PUBLIC RECORDS ACT COMPLIANCE

The Contractor understands that the Owner is bound by the Washington Public Records Act, Chapter 42.56 RCW. The Contractor agrees to fully cooperate with the Owner in responding to public records requests. The Contractor shall promptly provide such records to the Owner as requested by the Owner or required by law for the Owner to fulfill its obligations in responding to public records requests. Such records shall be provided at no cost to the Owner. The Contractor shall cause any subcontract to contain this provision. This section shall survive expiration or termination of this Contract for any reason.

10.12 SUBSTITUTION OF PERSONNEL

The Contractor and the Owner have no present intention to substitute personnel, and the parties shall endeavor to minimize substitutions and maintain continuity of personnel, but each reserves the right to substitute its personnel for the purpose of carrying out its responsibilities under this Contract. Such substitution by the Contractor shall be subject to the approval of the Owner, which approval shall not be unreasonably withheld. If the Contractor substitutes personnel, it shall not charge the Owner for any extra costs incurred thereby, including, without limitation, costs incurred to familiarize new personnel with the Project. If requested by the Owner, the Contractor shall remove from performing the Work, without cost to the Owner or delay to the Work, any person whose removal the Owner reasonably requests. Nothing in this provision shall be construed to alter the independent contractor status of the Contractor.

10.13 SEVERABILITY

If, for any reason, any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void, or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid; provided, however, that if it should appear that any provision of the Contract Documents is in conflict with any statutory provision of the State of Washington, the provision shall be deemed modified to conform to such statutory provision.»

10.14 HEADINGS AND CAPTIONS

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

- END OF GENERAL CONDITIONS -

Last Revised: April 8, 2022.

**SECTION 00 73 43
WAGE RATES REQUIREMENTS**

PART 1 GENERAL

1.01 DESCRIPTION

- A. Washington State prevailing wage rates apply to this project. Access the wage rate information as follows:
 - 1. URL to the Department of Labor & Industries Prevailing Wage Rates:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx> for current rates.
 - 2. Select Clark County for location of public works project.
- B. The Effective Date of wage rates used for this project will be based on the bid date found in Bid Form, or as modified by addenda.
- C. A copy of the prevailing wage rates are available for viewing at the Vancouver School District Planning Office located at 2901 Falk Road, Vancouver, WA 98661.
- D. The Vancouver School District Planning Office (360.313.1040) will mail you a hard copy upon request if notified two (2) weeks prior to official date and time for receipt of bid.

END OF SECTION

**SECTION 01 10 00
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: MOTF Reroof
- B. The Project consists of removing portions of the roof at the MOTF building and replacing with new membrane roofing systems including new vapor barrier and insulation.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 41 00.
- B. Scope of alterations work is indicated on drawings.

1.04 WORK BY OWNER

- A. General: Cooperate fully with Owner so Work may be carried out smoothly, without interfering with or delaying Work under this Contract or Work by Owner. Coordinate Work of this Contract with Work performed by Owner.

1.05 WORK UNDER OTHER CONTRACTS

- A. Coordinate Work sequencing, schedules, etc., of all separate Contracts and cooperate fully with separate Contractors so Work under those Contracts may be carried out smoothly without interfering with or delaying Work under this Contract.

1.06 OWNER OCCUPANCY

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Complete and exclusive use of the construction areas except as outlined above will be permitted from Notice to Proceed until Substantial Completion.
- D. Partial Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the work. Such placing of equipment and partial occupancy does not constitute acceptance of the total Work.
 - 1. The Architect will prepare a Certificate of Substantial Completion for each portion of the Work to be occupied.
 - 2. Contractor will obtain a Certificate of Occupancy from local building officials prior to occupancy.
 - 3. Prior to partial occupancy, mechanical, electrical, and life safety systems to be fully operational. Upon occupancy, the Owner will operate and maintain mechanical, electrical, and life safety systems serving occupied portions of the building.
 - 4. Upon partial occupancy the Owner will be responsible for maintenance and custodial services for occupied portions of the building.

1.07 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Do not disturb portions of the site beyond the areas in which the work is indicated. In the case of any damage to property adjacent to Owner's property, restore area damaged to the satisfaction of respective property owners.
- B. Protect sidewalks, asphalt paving, concrete, shrubs, and lawn areas at all times from spillage of materials used in carrying out the Work. Exercise care to preclude materials from clogging

catch basins and yard drains. Leave all drainage items clean and in proper working condition.

- C. Removal of equipment and materials: Clear the site and surrounding street areas of all equipment, apparatus, appliances, tools, unused materials, and similar items as rapidly as they cease to be needed in carrying out the Work.
- D. Clean, repair, resurface, or restore existing surfaces to their original condition; or completely replace such surfaces to match existing, where damaged by construction operations.
- E. Arrange use of site and premises to allow:
 - 1. Work by Others.
 - 2. Work by Owner.
- F. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
 - 3. Keep driveways and entrances clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements.
- G. Time Restrictions:
 - 1. Limit conduct of especially noisy exterior work to comply with local ordinances and with Owner.
- H. Utility Outages and Shutdown:
 - 1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 2. Prevent accidental disruption of utility services to other facilities.
 - 3. Do not interrupt electric, gas, water or other services to existing Owner occupied structures without prior notice to the Owner. Notice will only be approved by the Owner if submitted as a definite start time and a definite duration of down time.
 - 4. Contractor to schedule demolition, remodel, and new construction to accommodate Owner's continued use of existing and/or new mechanical, plumbing, and electrical services as required for Owner's work and operations.
 - 5. Consult with public and private utility companies for location and extent of all utilities before commencing Work.
 - 6. Provide all services required. Protect and maintain existing utilities, active electrical conductors, sewers, pipes, and other active lines on the project property or in street excavations.
- I. Parking:
 - 1. Coordinate with Owner for use of existing on-site parking areas.

1.08 WORK SEQUENCE AND SCHEDULE

- A. Coordinate construction schedule and operations with Owner.
- B. Substantial Completion Date: On or before August 22, 2025.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Submit a draft copy of Schedule of Values and Applications for Progress Payments for Architect and Owner review and comment prior to formal submittal. The length of the review period will be determined by Owner, Architect, and Contractor during pre-construction meeting.
- C. Submit four (4) originals of Schedule of Values and Applications for Progress Payments.

1.03 SCHEDULE OF VALUES

- A. Form to be used: AIA G703.
- B. The schedule of values will be used as the basis for the Contractor's application for payment.
- C. Submit Schedule of Values within 10 days after date of Owner-Contractor Agreement.
- D. Format: Beginning with the administrative requirements of the General Conditions, utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization.
- E. For each line item list sub-values of major products or operations of that section, if more than one in a particular section.
- F. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- G. For items on which progress payments will be requested for stored materials, break down the value into:
 - 1. The cost of materials delivered and unloaded.
 - 2. The total installed value.
- H. The sum of all values listed in the schedule to equal the total contract sum.
- I. List retainage(s) as required per General Conditions.
- J. List allocations for "Achieving Final Completion" and as required per General Conditions.
- K. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Monthly basis and per Owner's payment procedures.
- B. Form to be used: AIA G702 and G703.
- C. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of Work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.

7. Total Completed and Stored to Date of Application.
 8. Percentage of Completion.
 9. Balance to Finish.
 10. Retainage.
- D. After draft copy is reviewed and accepted, execute certification by signature of authorized officer.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- G. Include the following with the application:
1. Construction progress schedule, revised and current as specified in Section 01 32 16.
 2. Copies of invoices and requisitions as may be requested by Architect or Owner.
 3. Sustainable design verification of product documentation as the products are incorporated in the work for which application is being made.
 4. Summary of Waste Generated (Construction Waste Management) for the period of time being invoiced.
 5. Confirmation of Payment to Suppliers/Subcontractors for the prior invoice period. Identify contract amount; invoice amount and date; and amount paid and date for each.
 6. Project record documents as specified in Section 01 78 00, for review by Owner which will be returned to the Contractor.
 7. Affidavits attesting to off-site stored products.
 8. Materials and equipment stored off-site, furnish proof that Ownership of equipment or materials has been transferred to Owner, with certification of insurance coverage to be furnished by Contractor until incorporated into the Work.
 9. Lien, claim releases from each subcontractor and material supplier for whose work, material, or equipment the Owner paid the Contractor for the prior period invoice.
- H. When Architect or Owner requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- I. Include a final Schedule of Values, zeroing out Retainage.

1.05 MODIFICATION PROCEDURES

- A. In accordance with the General Conditions, no work to be done resulting in a change to the Contract Sum or the Contract Time without written consent of the Owner in the form of a Change Order or a Construction Change Directive, prior to commencement of the work.
- B. Minor Changes in the Work: The Architect may issue supplemental instructions authorizing minor changes in the work that do not involve adjustment to the Contract Sum nor the Contract Time.
- C. Proposal Request:
1. Owner-Initiated Proposal Request:
 - a. Architect will issue a detailed description of proposed changes in the work that may require adjustment to the Contract Sum or Contract Time.
 - b. Architect will sequentially number Proposal Requests and maintain log.
 - c. Proposal requests issued by Architect are for information only, and not to be considered instructions to stop work or to execute the proposed change.
 - d. Within 10 working days after receipt of proposal request, submit a Change Order Proposal with cost adjustments to the Contract Sum and Contract Time necessary to execute the change.
 2. Contractor-Initiated Proposal Request: Submit in the form of a Change Order Proposal.

- D. Change Order Proposal:
 - 1. Contractor will sequentially number all Change Order Proposals and all revisions.
 - 2. Provide a complete description of the proposed change, indicating the effect of the proposed change on the Contract Sum and on the Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors.
 - 3. Include itemized breakdown of cost including quantities of materials, labor costs with breakdown by trade, costs of rental equipment, transportation, storage, etc.
 - 4. Include updated Construction Schedule that indicates the effect of the change including, but not limited to, changes in activity duration, start and finish dates, and activity relationships. Use available total float before requesting an extension of Contract Time.
- E. Construction Change Directive:
 - 1. Architect and Owner may issue a Construction Change Directive using AIA Document G714.
 - a. Construction Change Directive to contain a complete description of the change in the work, and designate the method to be followed to determine changes in the Contract Sum or Contract Time.
 - 2. Documentation: Maintain detailed records on a time and material basis of work required.
 - a. Upon completion of the change in the work, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract for preparation of a Change Order by the Architect.
 - 3. Payments to the Contractor will not be made on basis of a Construction Change Directive until it is made into a Change Order approved by Owner, Contractor, and Architect.
 - 4. Portions of a Construction Change Directive will not be eligible to be made into a Change Order for partial payment.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- G. Substantiation of Costs: Provide full information required for evaluation.
 - 1. Provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Change Orders:
 - 1. Architect will sequentially number Change Orders.
 - 2. Change Orders will be issued as a result of Change Order Proposals (COP) or Construction Change Directives (CCD), or a combination of COP' s and CCD' s and may be multiples of either.
 - 3. Owner and Architect will review the changes to the Contract Sum and/or the Contract Time and may request the Contractor to provide additional information or to modify his proposal prior to inclusion in a Change Order.
 - 4. Upon acceptance of the change in Contract Sum and/or Contract Time by the Owner, Contractor, and Architect, the Architect will prepare the Change Order on AIA Document G701 for signatures by all parties.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

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

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments and per the General Conditions, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 70 00.
 - 2. _____.
 - 3. _____.
 - 4. _____.
 - 5. _____.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 23 00
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 DESCRIPTION

- A. Materials and methods to be used in the base Bid and in the alternates have been described on the Drawings and in pertinent sections of these Specifications where applicable.
- B. Method for stating the proposed Contract Sum is described in the Form of Proposal.
- C. Alternate #1: Additive - Replace Roof Hatch - MOTF
 - 1. Base Bid Description: Refurbish (paint) and reinstall existing roof hatch.
 - 2. Alternate #1 Description: Remove and replace existing roof hatch and provide fall protection at hatch opening. See Section 07 72 00.

1.03 SUBMITTALS

- A. All alternates described in this Section are required to be reflected on the Form of Proposal/Bid Form as submitted by Bidders. Do not submit alternatives other than as described in this Section.

1.04 ACCEPTANCE OF ALTERNATES

- A. Alternates described in this Section are required to be reflected on the Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement. Do not submit alternatives other than as described in this Section.
- B. If the Owner elects to proceed on the basis of one or more of the described alternates, make all modifications to the Work required in furnishing and installing the selected Alternates to the approval of the Architect and at no additional cost to the Owner other than as proposed on the Bid Form.
- C. Immediately after award of the Contract, or as soon thereafter as the Owner has made decision on which if any Alternates will be selected, thoroughly and clearly advise all necessary personnel and suppliers as to the nature and extent of Alternates selected by the Owner. Use all means necessary to alert those personnel and suppliers involved as to all changes in the Work caused by the Owner's selection or rejection of Alternatives.
- D. Coordinate related Work and modify surrounding Work to integrate the Work of each Alternate.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 25 00
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS

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

1.03 REFERENCE STANDARDS

- A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage).
- B. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to 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.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- D. Limit each request to a single proposed substitution item.
 - 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:
 - 1. Section 00 21 13 - Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
 - 2. If the Bid Date is changed, the deadline date for substitution requests is not changed, unless specifically stated by Addendum.
- B. Submittal Form (before award of contract):
 - 1. Submit substitution requests by completing CSI/CSC Form 1.5C - Substitution Request. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

- C. Architect will consider written requests from prime Bidders for substitutions.
- D. If a request for substitution is sent directly to a consultant of the Architect, a detailed transmittal of the request shall be delivered simultaneously to the Architect.

3.03 ACCEPTANCE DURING PROCUREMENT

- A. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- B. If the Architect approves a proposed substitution prior to receipt of Bids, the approval will be set forth in a written Addendum. Only approvals documented in a written Addendum will be binding.

3.04 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 - 1. Submit substitution requests by completing CSI/CSC Form 13.1A - Substitution Request (After Bidding/Negotiating). See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Submit request for Substitution for Cause immediately upon discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- C. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
 - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 - 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 - 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
 - b. Other construction by Owner.
 - c. Other unanticipated project considerations.
- D. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.05 ACCEPTANCE DURING CONSTRUCTION

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

3.07 ATTACHMENTS

- A. The required Substitution Request Forms (During the Bidding/Negotiating Stage) and (After the Bidding/Negotiating Phase) are included after this section.

END OF SECTION



SUBSTITUTION REQUEST

(During the Bidding/Negotiating Stage)

Project: _____ Substitution Request Number: _____

From: _____

To: _____ Date: _____

A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

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

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

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- ☐ Substitution rejected - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: _____

Date: _____

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____



SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase)

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
Re: _____ Contract For: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No.: _____
Installer: _____ Address: _____ Phone: _____

History: ☐ New product ☐ 1-4 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

☐ Point-by-point comparative data attached — REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____
Address: _____ Owner: _____
_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase — Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: ☐

A/E's REVIEW AND RECOMMENDATION

- ☐ Approve Substitution - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- ☐ Approve Substitution as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- ☐ Reject Substitution - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

OWNER'S REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
- ☐ Substitution rejected - Use specified materials.

Signed by: _____ Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E

**SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Schedule meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Designation of personnel representing the parties to Contract.
 - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 6. Scheduling:
 - a. Construction progress schedule including critical scheduling requirements and determination of date of publication of Critical Path Method (CPM).
 - b. Contractor's three-week "look ahead" schedule.
 - c. Construction phasing.
 - d. Long-lead items.
 - 7. Alternates.
 - 8. Procedures for maintaining project record documents, security, deliveries, safety, housekeeping, and first aid.
 - 9. Testing and inspections.
 - 10. Procedures for working relations with Owner's staff.
 - 11. Construction waste management.

12. Use of site for parking, staging storage, temporary buildings, and construction activities.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 SITE MOBILIZATION MEETING

- A. Schedule meeting at the Project site prior to Contractor occupancy. This meeting can be combined with the Preconstruction Meeting as desired.
- B. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- C. Agenda:
 1. Use of premises by Owner and Contractor.
 2. Owner's requirements.
 3. Construction facilities and controls provided by Owner.
 4. Temporary utilities provided by Owner.
 5. Survey and building layout.
 6. Security and housekeeping procedures.
 7. Schedules.
 8. Application for payment procedures.
 9. Procedures for testing.
 10. Procedures for maintaining record documents.
 11. Requirements for start-up of equipment.
 12. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum weekly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of RFIs log and status of responses.
 7. Review of off-site fabrication and delivery schedules.
 8. Maintenance of progress schedule.
 9. Corrective measures to regain projected schedules.

10. Planned progress during succeeding work period, including 3-week "look-ahead" schedule.
 11. Coordination of projected progress.
 12. Maintenance of quality and work standards.
 13. Effect of proposed changes on progress schedule and coordination.
 14. Review Change Order Proposals.
 15. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 32 16

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Submit a 3-week "look-ahead" schedule at each progress meeting.

3.05 CONSTRUCTION PROGRESS DOCUMENTATION

- A. Record Documents: Thoroughly coordinate all changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to properly show the change. Accuracy of records to be such that future searches for items shown in the Contract Documents may reasonably rely on information obtained from the approved Record Documents. Notation of an RFI # or COP # is not sufficient to document a change without noting the actual change on the Documents.
 1. Status of maintenance of Record Documents may be a prerequisite for approval of progress payments. If redline Record Documents are not kept current, Owner may withhold monthly payments.
 2. Prior to submitting request for final payment, submit the final Record Documents to the Architect and secure his approval.
- B. Signed Permits: Maintain a notebook on site with copies of all permits and inspection reports made by the local building department. Signed copies of these permits and inspection reports are to be included in the project O&M manuals as required.

3.06 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.

- a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 2. Prepare in a format and with content acceptable to Architect.
 - a. Provide form for Architect review and revise as required prior to first RFI submittal.
 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 60 00 - Product Requirements).
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Owner's, Architect's, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date, and requested reply date.
 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 2. Note dates of when each request is made, and when a response is received.
 3. Highlight items requiring priority or expedited response.
 4. Highlight items for which a timely response has not been received to date.

5. Identify and include improper or frivolous RFIs.
- H. Review Time: Architect will respond and return RFIs to Contractor within fourteen (14) calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 5:00 pm will be considered as having been received on the following regular working day.
 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Submit RFI's in a manner to not unreasonably encumber the Architect's ability to review and comment in the allowed time frame. Excessive and/or frivolous RFI's will result in extended review periods.
- J. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.07 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
 1. Submit at the same time as the preliminary schedule.
 2. Coordinate with Contractor's construction schedule and schedule of values.
 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
 5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.08 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
 1. Submittals to be identified by Specification section number with sequential submittal number under each section (example: 03 21 14-1, 03 21 14-2,...). Identification to be indicated on transmittals and on Contractor's review stamp on each submittal copy. Resubmittals to be indicated on each transmittal and on each submittal.

2. Contractor to identify all long-lead items critical to the schedule.
- C. Samples will be reviewed only for aesthetic, color, or finish selection. Contractor to notify Architect of any colors or items that will be discontinued in the near future.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.09 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Sustainability certification related submittals and reports.
 3. Certificates.
 4. Test reports.
 5. Inspection reports.
 6. Manufacturer's instructions.
 7. Manufacturer's field reports.
 8. Environmental Product Declarations (EPD).
 9. Health Product Declarations (HPD).
 10. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.
- C. Material Safety Data Sheets (MSDS) and Safety Data Sheets (SDS): MSDS and SDS are for the Contractor's use in maintaining safe project conditions and are not required submittals. As such, they are not reviewed by the Architect and will be returned without review if submitted.

3.10 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Construction waste management documentation.
 6. Indoor air quality documentation.
 7. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.11 DEFERRED SUBMITTALS

- A. Definition: Vendor or Contractor designed portion of the Contract documents that has not been included in the original Contract documents and are required to be reviewed and approved by appropriate jurisdictional authority prior to incorporating into the Work. These submittals may include shop drawings, calculations by a professional engineer, or additional design data, and submitted for permitting as a separate item. Professional Engineers are required to be experienced in design of this work and licensed in the State in which the Project is located.
- B. Refer to Drawings for list of deferred submittals.
- C. Verify with Building Department, additional items that will be required to be submitted.
- D. Process:
 1. Submit deferred submittal information to Architect for review prior to submitting for permitting.

2. Submit Architect-reviewed submittal to jurisdiction having authority for required building permitting.

3.12 NUMBER OF COPIES OF SUBMITTALS

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

3.13 SUBMITTAL PROCEDURES

- A. General Requirements:
 1. Use a separate transmittal for each item.
 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 3. Transmit using approved form.
 - a. Use Contractor's form, subject to prior approval by Architect.
 4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 6. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 7. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Deliver submittals to Architect at business address.
 8. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 14 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 - c. Multiple submittals will require additional time for review as determined by the Architect upon a prioritization determined by the construction.
 - d. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
 9. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 10. Provide space for Contractor and Architect review stamps.
 11. When revised for resubmission, identify all changes made since previous submission.
 12. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 13. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 14. Submittals not requested will not be recognized or processed.
- B. Product Data Procedures:
 1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.

3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Do not reproduce Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
 1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.14 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt, but will take no other action.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
 1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

1.02 GENERAL REQUIREMENTS

- A. Purpose of Construction Schedule:
 - 1. Assure adequate planning, scheduling and reporting during the execution of the contract.
 - 2. Assure coordination of the work of the Contractor and the various subcontractors and suppliers.
 - 3. Assist the Contractor in monitoring the progress of the work and evaluating proposed changes to the contract and the project schedule.
 - 4. Assist the Contractor to show how sequence of work is affected by requirements for phased completion.
 - 5. Assist the Contractor in the preparation and evaluation of the Contractor's monthly progress payments.
 - 6. Document and report to the Owner and Architect, the construction progress for the project.
- B. Construction schedule to allow for Architect's review of shop drawings, submittals, etc. Allow for Architects review of re-submittals of shop drawings, etc.
- C. In some stages of the project a high volume of shop drawings may appear within a short time period; it is the Contractor's responsibility to set priorities and inform the Architect of the most time-sensitive shop drawings to be processed and returned.
- D. Construction schedule to allow for Architect's review and agency review of deferred submittals.
- E. Construction schedule to show dates for mandatory pre-installation conferences in accordance with, and any other pre-installation conferences the Contractor deems appropriate.
- F. The construction schedule will begin with the issuance of Notice to Award the Contract and conclude with the date of final completion of the project.
- G. Float or slack time within the construction schedule is not for the exclusive use or benefit of either the Owner or the Contractor; but is a jointly owned, expiring project resource available to both parties as needed to meet Contract milestones and Contract completion date.
- H. Seasonal weather conditions, utility coordination, no-work periods, and other foreseeable delays to activities to be considered and included in the planning and scheduling of all work. Seasonal weather conditions based upon the historic weather records published for the locality.
- I. No time extensions will be granted nor delay damages paid until a delay occurs that impacts the project's critical path, consumes all available float time or contingency time, and extends the work beyond the Contract completion date.
- J. Contractor to update monthly schedule immediately (printed and electronic format) whenever a change occurs in the scope of work that impacts the project's critical path, consumes float time or contingency time, or extends the work beyond the Contract completion date, and be submitted within thirty (30) days of the change. Update of schedule is a condition precedent to monthly progress payments.
- K. Submit a separate report with each schedule update specifically identifying each change made to the schedule since the last update.

1.03 SUBMITTALS

- A. Within 10 days after date of Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Submit a (3) week "look-ahead" schedule at the progress meetings.

1.04 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with 3 years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.05 SCHEDULE FORMAT

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify work of separate stages and other logically grouped activities.
- C. Provide sub-schedules to define critical portions of the entire schedule.
- D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- E. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- F. Indicate delivery dates for owner-furnished products.
- G. Coordinate content with schedule of values specified in Section 01 20 00 - Price and Payment Procedures.
- H. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 LOOK-AHEAD SCHEDULE

- A. The Contractor's Job Superintendent to prepare and present a three (3) week look-ahead schedule at the weekly job-site meetings to the subcontractors, Owner, and Architect.

3.05 REVIEW AND EVALUATION OF SCHEDULE

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.

- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

3.06 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.
- G. Provide narrative report to define problem areas, anticipated delays, and impact on the schedule. Report corrective action taken or proposed and its effect including the effects of changes on schedules of separate contractors.

3.07 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

**SECTION 01 40 00
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Contractor's construction-related professional design services.
- F. Contractor's design-related professional design services.
- G. Control of installation.
- H. Tolerances.
- I. Manufacturers' field services.
- J. Defect Assessment.

1.02 REFERENCE STANDARDS

- A. IAS AC89 - Accreditation Criteria for Testing Laboratories.

1.03 DEFINITIONS

- A. Contractor's Professional Design Services: Design of some aspect or portion of the project by party other than the design professional of record. Provide these services as part of the Contract for Construction.
 - 1. Design Services Types Required:
 - a. Construction-Related: Services Contractor needs to provide in order to carry out the Contractor's sole responsibilities for construction means, methods, techniques, sequences, and procedures.
 - b. Design-Related: Design services explicitly required to be performed by another design professional due to highly-technical and/or specialized nature of a portion of the project. Services primarily involve engineering analysis, calculations, and design, and are not intended to alter the aesthetic aspects of the design.
- B. Design Data: Design-related, signed and sealed drawings, calculations, specifications, certifications, shop drawings and other submittals provided by Contractor, and prepared directly by, or under direct supervision of, appropriately licensed design professional.

1.04 CONTRACTOR'S CONSTRUCTION-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Provide such engineering design services as may be necessary to plan and safely conduct certain construction operations, pertaining to, but not limited to the following:
 - 1. Temporary sheeting, shoring, or supports.
 - 2. Temporary scaffolding.
 - 3. Temporary bracing.
 - 4. Temporary stairs or steps required for construction access only.
 - 5. Temporary hoist(s) and rigging.

1.05 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Base design on performance and/or design criteria indicated in individual specification sections.

1. Submit a Request for Interpretation to Architect if the criteria indicated are not sufficient to perform required design services.

1.06 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Owner.
 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 2. Test report submittals are for Architect's knowledge as Contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- E. Manufacturer's Field Reports: Submit reports for Architect's benefit as Contract administrator or for Owner.

1.07 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.
- B. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of Work and licensed in the State in which the Project is located.

1.08 REFERENCES AND STANDARDS

- A. For products and Workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Maintain copy at project site during submittals, planning, and progress of the specific Work, until Substantial Completion.
- C. Neither the Contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect will be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.09 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. See modified AIA Document A201 General Conditions of the Contract for Construction for additional requirements.
- B. Inspections and tests to be paid by Owner are herein specified and are in addition to those conducted by Building Officials. Contractor shall provide such inspections and tests as required in addition to those listed herein to assume compliance with all requirements indicated, specified, or required to comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work.
- C. Contractor shall be responsible for coordination of all required testing/inspection with Testing Laboratory, Architect, Engineer, Building Official, and Owner.
- D. See Structural Specifications and notes in the Drawings for any additional testing and inspection requirements than those listed in this Section.
- E. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- F. Submittals:
 - 1. Promptly process and distribute copies of all inspections and related instructions for corrective action required.
 - 2. Promptly process and distribute copies of all test reports and related instructions to assure necessary re-testing and replacement of materials with the least possible delay in progress of the Work.
 - 3. Distribute all inspection reports and test reports no later than 5-days following the activity to the Architect, Engineer (by discipline), Owner, Contractor, and Building Official.
- G. Special Inspection: (Reference IBC Chapter 17)
 - 1. The Owner shall employ an independent testing laboratory to provide special inspection on the types of Work listed in this section and/or called out in the structural notes on the Drawings.
 - 2. Contractor is responsible for coordination and timing of all such inspections and tests herein specified. Consult and schedule Work requiring inspection with the inspection agency. Notify the inspection agency, Architect, and Owner at least 24-hours in advance of the Work requiring inspection/testing.
 - 3. Inspection and testing costs required by defective Work or improperly timed notices or canceled Work without proper notice shall be paid by Contractor.
 - a. Types of Work:
 - 1) Post-installed anchors in concrete and masonry.
- H. Structural Observation:
 - 1. When structural observation is required by IBC Section 1709, the observation will be conducted by the Structural Engineer of Record.
 - 2. Reports will be made as required by IBC Section 1709.

- I. Notices and Cooperation:
 - 1. Contractor shall coordinate all such inspections and tests with proper authorities and notify Owner, Engineer, Architect, Owner and Building Official at least 24-hours in advance to allow them to witness such inspections or tests at their discretion.
- J. Taking Specimens:
 - 1. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.
- K. Reports:
 - 1. Reports of all inspections and tests shall be submitted to Owner, Architect, Engineer, and Building Department, except concrete density tests.
 - a. Inspection reports shall contain:
 - 1) Job name, Address, Architect, Engineer, Contractor, Subcontractor.
 - 2) Name of Inspector, date of inspection, area of inspection, type of inspection such as formwork, rebar, etc.
 - 3) Report whether everything was acceptable or not. If not, why, and action initiated.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

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

3.02 TOLERANCES

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

3.03 TESTING AND INSPECTION - ROLES AND RESPONSIBILITIES

- A. See individual specification sections and Structural Notes in Drawings for additional testing and inspection required.
- B. Testing Agency Duties, including but not limited to:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Ascertain compliance of materials and mixes with requirements of Contract Documents.

3. Submit reports of all tests/inspections specified.
4. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
5. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
6. Per-diem costs (travel, accommodations, meals) required of Owner's testing/inspection services beyond 100 miles from project site.

3.04 MANUFACTURERS' 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, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION

**SECTION 01 41 00
REGULATORY REQUIREMENTS**

PART 1 GENERAL

1.01 REFERENCE TO BUILDING CODE:

- A. Wherever the term "building code" is used in the Specifications, said term shall be construed to mean the edition of the governing building code as adopted and amended by local agencies under which this project was reviewed and approved.

1.02 STANDARDS

- A. Any material specified by reference to the number, symbol, or title of a specific standard, such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standards shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the executed Contract, except as limited to type, class or grade, or modified in such reference.
- B. The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These standards are not furnished to Bidders for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Architect will furnish, upon request, information as to how copies of the standards referred to, may be obtained.
- C. Comply with Federal, State, and Regional requirements for hazardous substances. This project has established a Hazardous Substance Communication Program. The purpose of the program is to ensure that employees are aware of the substances that they may come in contact with and the associated hazards in dealing with such substances. The program explains training, labeling requirements, documentation, accessing information, accountability, and auditing responsibilities. The program recognizes that Contractors and their employees are subjected to special hazardous substances as part of existing structures or in use at the project site. In addition, the Hazardous Communication Program requires:
 - 1. Prior to commencing Work on this project. Contractor and/or employees must sign an agreement that they acknowledge the Hazard Communication Program and have communicated it to their employees.
 - 2. Contractors shall provide a list of potentially hazardous substances to the Owner prior to Working on or bringing substances onto the project site.
 - 3. The Owner may not authorize the Work or continued Work of a Contractor who fails to comply with the Hazardous Communication Program.
- D. General Contractor is responsible for compliance with all applicable codes, regulations, and directives of duly constituted authorities having jurisdiction, insofar as the performance of the Work and completed improvements are concerned, for all Work performed.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 41 23
PERMITS AND FEES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Permits and fees.

1.02 PERMITS AND FEES

- A. Owner Responsibilities:
 - 1. Permits:
 - a. Building Permit: Owner will submit application, Drawings, and Specifications. Contractor will secure Permit from the Building Department.
 - 2. Fees:
 - a. Plan Review Fee (Building Department).
 - b. Building (General) Permit Fee.
- B. Contractor Responsibilities:
 - 1. Permits and Fees: The Contractor shall be responsible for procuring and paying for the permits listed, including but not limited to:
 - a. Building Permit (secure from the issuing agency, Owner will pay fee).
 - b. All other permits required during the construction phase to secure the final occupancy permit.
 - c. Any permits/fees required by individual specification sections.

1.03 PAYMENTS

- A. The Contractor shall be responsible for securing and paying for all permits and fees in a timely manner so not to impede the progress of the Work.
- B. Prior to Substantial Completion of the Work, Contractor shall verify that all fees have been paid so not to impede issuance of Occupancy Permit.

END OF SECTION

**SECTION 01 42 16
DEFINITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. Basis of Design (BOD): Product or system used to establish a particular quality, performance requirement, aesthetic, or other specific attribute for a product or system for the evaluation of any comparable products by other listed acceptable manufacturers as included in this Specification or in an approved Substitution Request as judged by the Design Professional.
 - 1. If substitutions and/or equivalent equipment/products are being proposed, it is the responsibility of the parties involved in and furnishing the substitutes to verify and compare the characteristics, performance, and requirements of the furnished products or systems to that specified and/or shown.
 - 2. Drawings are intended to be diagrammatic and reflect the Basis of Design manufacturer's product/equipment. They are not intended to show every item in its exact dimensions, or details of equipment or proposed system's layout. Verify actual dimensions of proposed approved comparable products/equipment to assure that they will fit in available space the same as the Basis of Design products/equipment.
- B. Furnish: To supply, deliver, unload, and inspect for damage.
- C. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- D. OFCI: Owner Furnished, Contractor Installed.
- E. OFOI: Owner Furnished, Owner Installed.
- F. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- G. Provide: To furnish and install.
- H. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 42 19
REFERENCE STANDARDS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements relating to referenced standards.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with the reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards when required by Contract Documents.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Date of Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by Contract Documents by mention or inference otherwise in any reference document.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

**SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

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

1.05 FENCING

- A. Construction: Contractor's option.
- B. Provide 6 foot high minimum fence around construction site; equip with vehicular and pedestrian gates with locks.

1.06 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight 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.

1.07 SECURITY

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

1.08 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.09 WASTE REMOVAL

- A. See Section 01 74 19 - Construction Waste Management and Disposal, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site periodically.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 PROJECT IDENTIFICATION

- A. Provide project identification sign of design, construction, and location approved by Owner.
- B. No other signs are allowed without Owner permission except those required by law.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCE STANDARDS

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 30 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

1.04 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by Contract Documents to provide specific rights for Owner.
 - 3. The Contractor is not relieved from delivering to the Owner warranties of longer duration if these are industry-accepted standards,
- B. Special Warranties: Prepare written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with Specifications, prepare written document using indicated form properly executed.

3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 70 00 - Execution and Closeout Requirements and individual technical sections of the Specifications.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.
 1. See Section 01 10 00 for list of items required to be salvaged for reuse and relocation.
 2. If reuse of other existing materials or equipment is desired, submit substitution request.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. See Section 01 40 00 - Quality Requirements, for additional source quality control requirements.
- C. Use of products having any of the following characteristics is not permitted:
 1. Made using or containing CFC's, HFC's, or HCFC's.
 2. Made of wood from newly cut old growth timber.
 3. Containing lead, cadmium, asbestos, or any other listed hazardous materials.
- D. Where other criteria are met, Contractor shall give preference to products that:
 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 4. Have longer documented life span under normal use.
 5. Result in less construction waste. See Section 01 74 19.
 6. Are made of vegetable materials that are rapidly renewable.
 7. Are made of recycled materials.
 8. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.
 9. Are Cradle-to-Cradle Certified.
 10. Have a published Environmental Product Declaration (EPD).
 11. Have a published Health Product Declaration (HPD).

2.03 PRODUCT OPTIONS

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

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 - Substitution Procedures.

3.02 OWNER-SUPPLIED PRODUCTS

- A. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 - 2. Arrange and pay for product delivery to site.
 - 3. On delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
 - 1. Review Owner reviewed shop drawings, product data, and samples.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 - 3. Handle, store, install and finish products.
 - 4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

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

3.04 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
 - 1. Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor and roof areas.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

- F. For exterior storage of fabricated products, place on sloped supports above ground.
- G. Provide off-site storage and protection when site does not permit on-site storage or protection.
 - 1. Execute a formal supplemental agreement between Owner and Contractor allowing off-site storage.
- H. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- I. Comply with manufacturer's warranty conditions, if any.
- J. Do not store products directly on the ground.
- K. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- L. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- M. Prevent contact with material that may cause corrosion, discoloration, or staining.
- N. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- O. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

**SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations Work, including selective demolition.
- C. Substantial Completion.
- D. Pre-installation meetings.
- E. Cutting and patching.
- F. Surveying for laying out the Work.
- G. Cleaning and protection.
- H. Starting of systems and equipment.
- I. Demonstration and instruction of Owner personnel.
- J. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. See Section 01 78 00 - Closeout Submittals for closeout submittal requirements.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.04 QUALIFICATIONS

- A. For surveying Work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of Work and licensed in the State in which the Project is located.

1.05 PROJECT CONDITIONS

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Dust Control: Execute Work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.

2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- D. Erosion and Sediment Control: Plan and execute Work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- E. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 1. Outdoors: Limit conduct of especially noisy exterior Work to the hours of 8 am to 5 pm or as permitted by the AHJ.

1.06 COORDINATION

- A. See Section 01 10 00, Summary of Work for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical Work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of Work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.07 QUALITY ASSURANCE

- A. Prior to requesting an inspection by the Architect, the Contractor shall use adequate means to assure that the Work is completed by every Subcontractor in accordance with the specified requirements and is ready for the requested inspection. If the quality of the completed Work is obviously below acceptable standards, the Architect may refuse the inspection until the Subcontractors complete their own inspection and correct the Work.

1.08 SUBSTANTIAL COMPLETION

- A. See modified AIA Document A201 - General Conditions of the Contract for Construction.
- B. Prior to requesting determination of completion, Contractor shall submit comprehensive list of items to be completed or corrected.
- C. Notify the Architect in writing when the project is ready for Substantial Completion Inspection.
- D. Contractor shall be responsible to secure the occupancy permit from the building department prior to scheduled occupancy.
- E. Complete final start-up, testing and commence instruction/training on all major building systems including HVAC and controls, intercom, data, fire alarm, telephone, fire sprinkler, security, and clocks.
- F. Make final changeover of locks and transmit keys to Owner. Final keying by Owner.
- G. Advise Owner on coordination of shifting insurance coverages.

- H. The Architect will inspect to determine status of completion. The Architect may, if noting an inordinate number of deficiencies, postpone the inspection until further effort improves the quality of the Work.
- I. Should the Architect determine that the Work is not substantially complete:
 - 1. The Architect will promptly notify the Contractor in writing, giving the reasons thereof.
 - 2. The Contractor will remedy the deficiencies, and notify the Architect when ready for re-inspection.
- J. When the Architect concurs that the Work is substantially complete:
 - 1. The Architect will prepare a "punch list" noting deficiencies in the quality of the Work.
 - 2. The Architect will prepare a "Certificate of Substantial Completion", accompanied by the punch list.
 - 3. The Architect will submit the Certificate to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and Work for patching and extending Work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing Work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing Work of the section.
- B. Require attendance of parties directly affecting, or affected by, Work of the specific section.

- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related Work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting Work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor to locate and protect survey control and reference points.
- D. Control datum for survey is that established by Owner provided survey.
- E. Protect survey control points prior to starting site Work; preserve permanent reference points during construction.
- F. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- H. Utilize recognized engineering survey practices.
- I. Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- J. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- K. Periodically verify layouts by same means.
- L. Maintain a complete and accurate log of control and survey Work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations Work constitutes acceptance of existing conditions.

- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00, Temporary Facilities and Controls in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations Work.
- D. Remove existing Work as indicated and as required to accomplish new Work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing Work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing Work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new Work.
 - 3. Repair adjacent construction and finishes damaged during removal Work.
- G. Adapt existing Work to fit new Work: Make as neat and smooth transition as possible.
 - 1. When existing finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
 - 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 - 3. Where a change of plane of 1/4 inch or more occurs in existing Work, submit recommendation for providing a smooth transition for Architect review and request instructions.

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

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the Work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the Work.
 - 2. Fit products together to integrate with other Work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match Work that has been cut to adjacent Work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new Work damaged by subsequent Work.
 - 7. Remove samples of installed Work for testing when requested.
 - 8. Remove and replace defective and non-complying Work.
- D. Execute Work by methods that avoid damage to other Work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore Work with new products in accordance with requirements of Contract Documents.
- H. Fit Work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching Work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 CLEANING - GENERAL

- A. Materials:
 - 1. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
 - 2. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
 - 3. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
 - 4. Submit a list of all cleaning products proposed to be used on site for review by Architect prior to commencing cleaning operations.

3.09 PROGRESS CLEANING

- A. Execute periodic cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site regularly and dispose of at legal disposal areas away from the site.
- D. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- E. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- F. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- G. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.
- H. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

3.10 PROTECTION OF INSTALLED WORK

- A. Protect installed Work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Protect Work from spilled liquids. If Work is exposed to spilled liquids, immediately remove protective coverings, dry out Work, and replace protective coverings.
- G. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- H. Prohibit traffic from landscaped areas.
- I. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.11 SYSTEM STARTUP

- A. Coordinate with requirements of Section 01 91 13 - General Commissioning Requirements, and related specification sections.
- B. Coordinate schedule for start-up of various equipment and systems.

- C. Notify Architect and Owner seven days prior to start-up of each item.
- D. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- E. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- F. Verify that wiring and support components for equipment are complete and tested.
- G. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- H. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- I. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.12 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

3.13 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.14 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Employ skilled Workers for final cleaning.
- C. Use cleaning materials that are nonhazardous.
- D. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- E. Ventilating systems:
 - 1. Clean permanent filters and replace disposable filters if units were operated during construction.
 - 2. Clean ducts, blowers and coils if units were operated without filters during construction.
- F. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- G. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- H. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- I. Clean filters of operating equipment.
- J. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- K. Clean site; sweep paved areas, rake clean landscaped surfaces.

- L. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- M. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all Work areas, to verify that the entire Work is clean.
- N. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interior and final cleaning of the occupied spaces shall be as determined by the Architect in accordance with the General Conditions of the Contract.

3.15 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect and Owner.
- B. Notify Architect when Work is considered ready for Architect's Substantial Completion inspection.
- C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- E. Correct items of Work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- F. Notify Architect when Work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- G. Complete items of Work determined by Architect listed in executed Certificate of Substantial Completion.

3.16 WARRANTY

- A. Reference: The General Conditions of the Contract for Construction.
- B. Provide all required warranties as outlined in the General Conditions of the Contract for Construction, Division 01 Administrative Requirements and individual technical spec sections.
- C. Prior to expiration of the one year warranty on all Work, the Architect and Owner will conduct an inspection and survey to notify the Contractor of any items for corrective action.

3.17 FINAL COMPLETION

- A. Contractor to submit final closeout documentation.
- B. Submit a final statement of accounting to the Architect, showing all adjustments to the Contract sum. If so required, the Architect will prepare a final Change Order showing adjustments to the Contract sum, which were not made previously by Change Order.
- C. Contractor will notify Architect of final completion.
- D. The Architect will inspect to verify status of completion.
- E. Should the Architect determine that the Work is incomplete or defective:
 - 1. The Architect will notify the Contractor, in writing, listing the incomplete or defective Work.
 - 2. The Contractor will remedy the deficiencies promptly, and notify the Architect when ready for re-inspection.

- F. When the Architect determines the project is complete, Architect will prepare letter of final completion.

END OF SECTION

SECTION 01 74 19
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood.
 - 5. Metals, including packaging banding, sheet metal, structural steel, piping, reinforcing bars, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 6. Plastic buckets.
 - 7. Paint.
 - 8. Plastic sheeting.
 - 9. Rigid foam insulation.
 - 10. Insulation.
 - 11. Packing materials.
 - 12. Paper and paper products.
- E. Contractor Reporting Responsibilities: Submit periodic Waste Disposal Reports; report landfill disposal, incineration, recycling, salvage, and reuse regardless of to whom the cost or savings accrues; use the same units of measure on required reports.
- F. Develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Waste Management Plan: Include the following information:
 - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
 - 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.
 - 5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
 - 6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.

- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Prebid meeting.
 - 2. Preconstruction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Locate enclosures out of the way of construction traffic.
 - 3. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 4. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

**SECTION 01 78 00
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
- D. Occupancy Certificates / Approvals:
 - 1. Building Department.
 - 2. Fire Marshal.
- E. Certificate of Substantial Completion.
- F. Certificate of Final Completion.
- G. Final Change Order.
- H. Extra materials and spare parts delivered to Owner in boxes that are substantial and in good condition. Mark boxes with building name and number and room number. Obtain a receipt when delivered to Owner.
- I. Building keys returned with key schedule and receipt of delivery to Owner.
- J. Affidavits:
 - 1. Consent of Surety to Final Payment.
 - 2. Affidavit of Payment of Debts and Claims.
 - 3. Affidavit of Prevailing Wages Paid.
 - 4. Affidavit of Release of Liens.
- K. Final Payment Application.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 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.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS - ELECTRONIC FORMAT

- A. Provide all operation and maintenance data in electronic PDF file format. Provide files on a flash drive or other physical device for use by Owner's personnel.
- B. Arrange data in the same sequence as, and identified by, the specifications sections.
- C. Where systems involve more than one specification section, provide separate folders for each system.
- D. Project Directory: Title and address of Project; names, addresses and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- E. Tables of Contents: List every item separated by folder, using the same identification as the folder name.
- F. Create a file structure for electronic files with each individual folder and file labeled and bookmarked for ease of use.
 - 1. See example file structure at the end of this section.
- G. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source Data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Copies of warranties and bonds.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

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

- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Original warranties and bonds.

3.06 WARRANTIES AND BONDS

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

END OF SECTION

**SECTION 02 41 00
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Building demolition excluding removal of hazardous materials and toxic substances.
- B. Selective demolition of building elements for alteration purposes.

1.02 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Site Plan: Indicate:
 - 1. Vegetation to be protected.
 - 2. Areas for temporary placement of removed materials.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 DEMOLITION

- A. Perform demolition work required for the execution and completion of this Contract, as shown on the Drawings or specified, to make project complete and operable. This pertains to exterior and interior demolition required for a complete project.
- B. Remove and protect other items indicated, for salvage and relocation.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with requirements in Section 01 70 00.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 6. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
 - 7. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
 - 8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Do not begin removal until built elements to be salvaged or relocated have been removed.
- E. Do not begin removal until vegetation to remain has been protected from damage.
- F. Protect existing structures and other elements to remain in place and not removed.

1. Provide bracing and shoring.
 2. Prevent movement or settlement of adjacent structures.
 3. Stop work immediately if adjacent structures appear to be in danger.
- G. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- H. Hazardous Materials:
1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
1. Verify construction and utility arrangements are as indicated.
 2. Report discrepancies to Architect before disturbing existing installation.
 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from areas that remain occupied.
- C. Maintain weatherproof exterior building enclosure, except for interruptions required for replacement or modifications; prevent water and humidity damage.
- D. Remove existing work as indicated and required to accomplish new work.
1. Remove items indicated on drawings.
- E. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications:
1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
 2. Verify that abandoned services serve only abandoned facilities before removal.
- F. Protect existing work to remain.
1. Prevent movement of structure. Provide shoring and bracing as required.
 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch to match new work.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove materials not to be reused on site; comply with requirements of Section 01 74 19 - Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

3.05 SALVAGE AND REUSE

- A. Certain items are specifically noted on the Drawings for reuse. These items will be handled with care, both in removal and reinstallation.
- B. Coordinate all salvage items with the Owner. Those items indicated to be removed by the Owner shall be coordinated between the Owner and the Contractor to allow the Owner sufficient time to do the work.

END OF SECTION

**SECTION 07 01 50.19
PREPARATION FOR RE-ROOFING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tear-off of existing roofing system in preparation for replacement roofing system in designated areas as indicated on drawings.
- B. Preparation of existing roofing system for re-cover with new tapered insulation and membrane roofing in designated areas as indicated on drawings.
- C. Removal of existing flashing and counterflashings.
- D. Temporary roofing protection.

1.02 REFERENCE STANDARDS

- A. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board.
- B. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- C. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Review preparation and installation procedures and coordinating and scheduling required with related work.
 - 2. Attendees to include: Architect, Building Envelope Consultant, Owner's Representative, Contractor's superintendent, roofing subcontractors, sheet metal subcontractors, mechanical subcontractors, manufacturer's field representative, and others as appropriate.
- B. Schedule work to coincide with commencement of installation of new roofing system.

1.04 QUALITY ASSURANCE

- A. Materials Removal Company Qualifications: Company specializing in performing work of type specified with at least five years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

1.06 FIELD CONDITIONS

- A. Existing Roofing System: Single-ply membrane roofing.
- B. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- C. Maintain continuous temporary protection prior to and during installation of new roofing system.
- D. Provide notice at least three days before starting activities that will affect normal building operations.
- E. Verify that occupants have been evacuated from building areas when work on structurally impaired roof decking is scheduled to begin.

1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.

PART 2 PRODUCTS

2.01 COMPONENTS

- A. See the following sections for additional information on components relating to this work:

2.02 MATERIALS

- A. Patching Materials: Provide necessary materials in accordance with requirements of existing roofing system.
- B. Temporary Roofing Protection Materials:
 - 1. Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.
- C. Roofing Recover Materials: See Section 07 54 29.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

3.02 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose of properly off-site.

3.03 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials the same day.
- B. Fold up metal counter flashings to permit access to top edge of base flashings.
- C. Remove roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets in locations designated on drawings.
- D. Remove damaged insulation and fasteners, cant strips, and blocking.
- E. Remove vapor retarder.
- F. Repair existing wood deck surface to provide smooth working surface for new roof system.

3.04 INSTALLATION

- A. Coordinate scope of this work with requirements for installation of new roofing system, see Section 07 54 29 for additional requirements.

3.05 PROTECTION

- A. Provide protection of existing roofing system that is not having work performed on it.
- B. Provide temporary protective sheeting over uncovered deck surfaces.
- C. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights.
- D. Provide for surface drainage from sheeting to existing drainage facilities.
- E. Do not permit traffic over unprotected or repaired deck surface.

END OF SECTION

SECTION 07 54 29
KETONE ETHYLENE ESTER (KEE) MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Adhered system with ketone ethylene ester (KEE) roofing membrane.
- B. Insulation, flat and tapered.
- C. Vapor retarder.
- D. Cover boards.
- E. Flashings.
- F. Roofing stack boots, roofing expansion joints, and walkway pads.

1.02 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix).
- B. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems.
- C. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures.
- D. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.
- E. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- F. ASTM D6754/D6754M - Standard Specification for Ketone Ethylene Ester Based Sheet Roofing.
- G. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing.
- H. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials.
- I. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
- J. NRCA (RM) - The NRCA Roofing Manual.
- K. NRCA (WM) - The NRCA Waterproofing Manual.
- L. SMACNA (ASMM) - Architectural Sheet Metal Manual.
- M. UL (FRD) - Fire Resistance Directory.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Review preparation and installation procedures and coordinating and scheduling required with related work.
 - 2. Attendees to include: Architect, Owner's representative, building envelope consultant, Contractor's superintendent, roofing subcontractors, sheet metal subcontractors, mechanical subcontractors, manufacturer's representative, and others as appropriate.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's written information listed below.

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1. Product data indicating membrane materials and all other materials for a complete assembly including:
 - a. Adhesives, sealants, preformed corners and boots, metal accessories, flashing materials, insulation, vapor retarder, surfacing, fasteners, and cover boards and other related materials.
2. Preparation instructions and recommendations.
3. Storage and handling requirements.
- C. Shop Drawings: Submit project specific drawings that include the following:
 1. Outline and size of roof.
 2. Membrane sheet layout.
 3. Location and type of penetrations.
 4. Perimeter and penetration flashing detail references.
 5. Complete drawings of non-manufacturer-standard details to be used, with details of construction.
 6. Indicate elevation changes in parapet walls, fire walls, adjacent roof areas, and similar roof geometry.
 7. Indicate joint or termination detail conditions, conditions of interface with other materials, setting plan for tapered insulation, and walkway pad layout.
 8. Indicate fastening patterns to satisfy wind uplift require
- D. Samples for Verification: Submit two samples 3 by 3 inches in size illustrating colored coating and coated metal flashing.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Manufacturer's Installation Instructions: Indicate membrane seaming precautions, special procedures, and perimeter conditions requiring special attention.
- G. Manufacturer's qualification statement.
- H. Installer's qualification statement.
- I. Warranty Documentation:
 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
 2. Submit installer's written verification that installation complies with warranty conditions for waterproof membrane.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with NRCA Roofing and Waterproofing Manual and manufacturer's instructions.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum twenty-five years of documented experience.
 1. Technical representative of materials manufactured shall periodically observe and provide written documentation of the work in progress.
 2. The technical representative, as a minimum, shall be present to observe deck preparation, general installation procedures, and final completion; submit documentation of manufacturer's final acceptance.
 3. Work shall not proceed until such observations have been made and conditions have been approved in writing by the manufacturer.
 4. Technical representative shall perform a punch list inspection upon substantial completion of the project indicating all items in need of attention, including conformance to manufacturer's published installation instructions and Contract Documents; provide documentation.

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- C. Installer Qualifications: Company specializing in performing the work of this section with at least five years of documented experience and meeting the following qualifications:
1. Approved by membrane manufacturer.
 2. In continuous business under same name for past ten (10) years.
 3. Has completed at least five (5) successful installations of specified materials and systems on projects of similar scope.
 4. All personnel are trained in application of specified materials and systems.
 5. Installer Field Supervision: Installer to maintain a full-time supervisor/foreman on the job site during times that the roofing systems installation is in progress, who is experienced in installation of the specified roofing systems.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact.
- B. Store materials in enviroweather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

1.07 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather such as extreme temperatures, high winds, or high humidity. Refer to manufacturer's recommendations for requirements and acceptable tolerances.
- B. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- D. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.
- E. Proceed with work so new roofing materials are not subject to construction traffic as work progresses.
- F. Do not allow grease, oil, fats, or other contaminants to come into direct contact with membrane.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. System Warranty: Provide manufacturer's No Dollar Limit (NDL) system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
1. Warranty Term: 20 years.
 2. For repair and replacement include costs of both material and labor in warranty.
 3. Include accidental punctures according to the manufacturer's standard warranty terms.
 4. Include hail damage according to the manufacturer's standard warranty terms.
 5. Exceptions NOT Permitted:
 - a. Damage due to normal roof traffic.
 - b. Improper installation.
 - c. Damage from environmental contaminants.
 - d. Damage from ponding water.
 - e. Preventive maintenance not being performed annually.
 - f. Damage from hot grease or oil (under 140 degrees F) in contact with roofing materials.

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PART 2 PRODUCTS**2.01 GENERAL**

- A. All products and components for the Roofing System, including flat and tapered insulation, cover board, roof vapor retarder, and accessories must be pre-approved by the Membrane Manufacturer for use as part of the overall warranted system.

2.02 MANUFACTURERS

- A. Ketone Ethylene Ester (KEE) Membrane Roofing Materials:
 - 1. Seaman Corporation; FiberTite Roofing System: www.fibertite.com.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 ROOFING

- A. Ketone Ethylene Ester (KEE) Membrane Roofing: One ply membrane, fully adhered, over insulation. See roof plan for roofing assemblies.
- B. Roofing Assembly Requirements:
 - 1. Solar Reflectance Index (SRI): Minimum of 64 based on three-year aged value; if three-year aged data is not available, minimum of 82 initial value.
 - a. Calculate SRI in accordance with ASTM E1980.
 - 2. Roof Covering External Fire Resistance Classification: UL (FRD) Class A for non-combustible decks; UL Class B for combustible decks.
 - 3. Roof System Design: Design roofing system to withstand wind uplift pressures determined in accordance with ASCE 7.
 - a. Corner Uplift Pressure: Refer to values indicated in Structural Drawings.
 - b. Premier Uplift Pressure: Refer to values indicated in Structural Drawings.
 - c. Field-of-Roof Uplift Pressure: Refer to values indicated in Structural Drawings.
 - 4. Insulation Thermal Value (R): To match existing, 3-inch thickness.
- C. Drainage: No standing water within 48 hours after precipitation.

2.04 MEMBRANE ROOFING AND ASSOCIATED MATERIALS

- A. Membrane Roofing Materials:
 - 1. KEE: Ketone ethylene ester complying with ASTM D6754/D6754M, sheet reinforced with fabric.
 - a. Thickness: 60 mil, 0.060 inch, minimum.
 - 2. Sheet Width: Factory fabricated into widest possible sheets.
 - 3. Color: Off-white/beige.
 - 4. Product: Seaman Corporation; FiberTite-SM-FB: www.fibertite.com.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Membrane Adhesive:
 - 1. Product: Seaman Corporation; FTR-290 Adhesive: www.fibertite.com.
- D. Fasteners: As recommended and approved by membrane manufacturer.
 - 1. Screw Fasteners and Stress Plates: Corrosion-resistant threaded screws and barbed stress plates as recommended and approved by membrane manufacturer for substrate.
 - a. Applications:
 - 1) For attaching insulation.
 - 2) For attaching cover boards at overlay areas and where indicated on drawings.
- E. Air and Vapor Barrier: Self-adhesive elastomeric bitumen vapor barrier membrane that meets specified requirements, is compatible with roofing and insulation materials, and is acceptable for use by the roofing membrane manufacturer.
 - 1. Fire-retardant adhesive.

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2. Vapor Permeability: Less than 0.1 perm inch, measured in accordance with ASTM E96/E96M.
 3. Primer: Prime deck as recommended by manufacturer.
 4. Product: Seaman Corporation; FiberTite VaporTite: www.fibertite.com.
- F. Flexible Flashing Material: Same material as membrane in same thickness as the roofing membrane at a minimum.

2.05 COVER BOARDS

- A. Cover Boards: Glass-mat faced gypsum panels complying with ASTM C1177/C1177M.
1. Thickness: 1/4 inch, fire-resistant at horizontal roof applications where indicated.
 2. Thickness: 5/8 inch, Type X, fire-resistant at curbs where indicated.
 3. Products:
 - a. Georgia-Pacific; DensDeck Prime with EONIC Technology: www.densdeck.com/#sle.
 - b. Gold Bond Building Products, LLC provided by National Gypsum Company; DEXcell FA Glass Mat Roof Board: www.goldbondbuilding.com/#sle.
 - c. USG Corporation; Securock Ultralight Glass-Mat Roof Board: www.usg.com/#sle.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Cover Boards, HD Polyiso: Faced, with high density polyisocyanurate (ISO) insulation complying with ASTM C1289, and the following characteristics:
1. Classifications: Type II, Class 4 - Faced with coated or uncoated glass fiber mat facers on both major surfaces of the core foam.
 2. Grade and Compressive Strength: Grade 1, 80 psi.
 3. Board Size: 48 by 96 inches.
 4. Board Thickness: 1/2 inch, maximum.

2.06 INSULATION

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289; Type II, Class 1, cellulose felt or glass fiber mat both faces; Grade 1 acceptable for use by the membrane manufacturer and with the following characteristics.
1. Compressive Strength: 20 psi.
 2. Board Size: 48 by 48 or 48 by 96 inches.
 3. Board Thickness: To match existing 3 inch thickness.
 4. Board Edges: Square.
 5. Provide insulation in a minimum of 2 layers; stagger edge joints between each layer.
 6. Tapered Board: Slope as indicated; minimum thickness 1/2 inch; fabricate of fewest layers possible.
 7. Products:
 - a. Seaman Corporation; FiberTite FTR-Value: www.fibertite.com.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.

2.07 ACCESSORIES

- A. Prefabricated Flashing Accessories:
1. Corners and Seams: Same material as membrane, in manufacturer's standard thicknesses.
 2. Penetration Flashings: Prefabricated molded boot and collar for pipe stacks through membrane.
 3. Membrane Flashing: 60 mil, non-reinforced sheet Ketone ethylene ester (KEE) complying with ASTM D6754/D6754M. For applications where pre-molded components do not accommodate the penetration.
 4. Corner and Curb Flashings: Prefabricated molded flashings for inside corners, outside corners and curbs.

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- B. Membrane Clad Metal: Ketone ethylene ester (KEE) clad, 24 gauge hot-dipped galvanized steel or 0.040 inch thick aluminum laminated with a 0.020 mil polymeric coating. For applications where membrane-clad metal flashing is required, such as interior surrounds of through-wall scuppers and other areas as noted on the drawings.
- C. Insulation Accessories:
 - 1. Screw Fasteners and Stress Plates: Corrosion-resistant threaded screws and stress plates with self-locking mechanism as recommended and approved by membrane manufacturer for substrate.
 - 2. Eliminator by Metal Era for applications where wood nailers are to be used.
- D. Membrane Adhesive: For use at vertical surfaces; solvent-based contact bonding adhesive, as recommended by membrane manufacturer.
- E. Insulation Adhesive: Spatter-spray application type.
 - 1. Product: CR20 or FTR-601.
- F. Sealants: For sealing flashing termination and as noted on Drawings. As recommended by membrane manufacturer, one component gun-grade polyurethane sealant.
- G. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
 - 1. Composition: Roofing membrane manufacturer's standard reinforced membrane with slip-resistan design.
 - 2. Size: 30 inches minimum width.
 - 3. Layout: As indicated in Drawings.
 - 4. Surface Color: White or Yellow.
 - 5. Products:
 - a. Seaman Corporation; FiberTite Walkway and Protection Material: www.fibertite.com.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
- H. Fascia System: Pre-manufactured, pre-finished galvanized steel fascia system with continuous extruded aluminum retainer/anchor bar.
 - 1. Wind Design: Complies with ANSI/SPRI/FM 4435/ES-1.
 - 2. Height of Trim Cover: As indicated on drawings.
 - 3. Thickness: 0.050-inch aluminum retainer with 24-gauge prefinished fascia cover.
 - 4. Finish: 30-year PVDF coating meeting AAMA 2605.
 - 5. Color: To match existing.
 - 6. Products:
 - a. ATAS International, Inc; ATAS Rapid-Lok Extruded Fascia: www.atas.com.
 - b. Hickman Edge Systems; TerminEdge EX Fascia: www.hickmanedgesystems.com.
 - c. Seaman Corporation; FiberTite AT Standard Fascia: www.fibertite.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. The roofing Contractor is responsible for verifying that surfaces are ready to receive work, and that field conditions are suitable.
- B. Verify that surfaces and site conditions are ready to receive work.
- C. Verify deck is supported and secure.
- D. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- E. Verify deck surfaces are dry and free of snow or ice.

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- F. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips, nailing strips, and reglets are in place.
- G. Application of any of the materials set forth as part of the Work of this Section constitutes agreement that the Roofing Contractor has inspected and found the substrate materials suitable for the installation of the Roofing System.

3.02 PREPARATION - GENERAL

- A. Clean substrate thoroughly prior to roof application.
- B. Do not begin work until other work that requires foot or equipment traffic on roof is complete.
- C. Apply manufacturer's recommended vapor retarder or temporary roof before roof installation.

3.03 PREPARATION - WOOD DECK

- A. Verify flatness and tightness of joints of wood decking. Verify that all wood decking edges are fully supported. Fill knot holes with latex filler or completely cover with securely nailed sheet metal.
- B. Confirm dry deck by moisture meter with 12 percent moisture maximum.

3.04 INSTALLATION, GENERAL

- A. Perform work in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- E. Coordinate this work with installation of associated counterflashings installed by other sections as the work of this section proceeds.
- F. The architectural plans do not show all roof penetrations. It is the responsibility of the roofing Contractor to coordinate the size, quantity and location of all roof penetrations with the plumbing, mechanical and electrical Drawings and Specifications.
- G. The roofing Contractor is responsible for coordinating the installation to ensure that the system remains 100% watertight at the end of each working day.

3.05 INSTALLATION - VAPOR RETARDER AND INSULATION, UNDER MEMBRANE

- A. Install vapor retarder to deck surface with adhesive in accordance with manufacturer's instructions.
 - 1. Extend vapor retarder under cant strips and blocking to deck edge.
 - 2. Install flexible flashing from vapor retarder to air seal material of wall construction, lap and seal to provide continuity of the air barrier plane.
- B. Ensure vapor retarder is clean and dry, continuous, and ready for application of insulation.
- C. Attachment of Insulation: Embed each layer of insulation in adhesive in full contact, in accordance with roofing and insulation manufacturers' instructions.
- D. Lay subsequent layers of insulation with joints staggered minimum 6 inch from joints of preceding layer.
- E. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.

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- F. Lay boards with edges in moderate contact without forcing so that gaps between boards are no greater than 1/4 inch. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- G. Do not install more insulation than can be covered with membrane in same day.

3.06 INSTALLATION - MEMBRANE

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Seam Welding:
 - 1. Overlap edges and ends and seal seams by heat welding, minimum 2 inches.
 - 2. Cover all seams with manufacturer's recommended joint covers.
 - 3. Probe all seams once welds have thoroughly cooled (approximately 30 minutes).
 - 4. Seal cut edges of reinforced membrane after seam probe is complete.
- D. At intersections with vertical surfaces:
 - 1. Extend membrane to edge of deck and up a minimum of 4 inches onto vertical surfaces; mechanically attach membrane to vertical surface.
 - 2. Fully adhere flexible flashing over membrane and up to nailing strips.
- E. Around roof penetrations, seal flanges and flashings with flexible flashing.
- F. Install roofing expansion joints where indicated. Make joints watertight.
 - 1. Install prefabricated joint components in accordance with manufacturer's instructions.
- G. Coordinate installation of roof drains and sumps and related flashings.
- H. At parapets:
 - 1. Install fully-adhered membrane at parapet, weather-lapped over roof membrane as indicated in Drawings.
 - 2. Install fascia/coping system with snap cover as indicated in the Drawings. Fasten in accordance with manufacturer's instructions.

3.07 TEMPORARY SEALS

- A. At the end of each working day or at the sign of rain, install temporary, 100% watertight seals where new, completed roofing adjoins uncovered deck. Secure to resist wind uplift.
 - 1. If water is allowed to enter beneath newly completed roofing, the building materials in the affected areas are to be removed and replaced at no cost to the Owner.

3.08 WALKWAY AND PROTECTION PADS

- A. Install walkway pads and protection pads where indicated in the Drawings. Space pad joints to permit drainage.
 - 1. Roofing membrane to receive pads to be clean and dry.
 - 2. Install pads in accordance with manufacturer's instructions.

3.09 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for additional requirements.
- B. Owner will provide testing services, and Contractor to provide temporary construction and materials for testing in accordance with requirements.
- C. Provide daily on-site attendance of roofing and insulation manufacturer's representative during installation of this work.
- D. Quality Control During Installation: Roofing Contractor responsible for initiating and maintaining a quality control program for the installation of the roofing system.
 - 1. Roofing Contractor project foreman or supervisor responsible for daily execution of the quality control program, including supervision and inspection.

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2. Manufacturer's Field Reports: Indicate procedures followed, ambient temperatures, humidity, wind velocity during application and supplementary instructions given.
 3. Ensure that all aspects of the installation are in strict accordance with these specifications and the manufacturer's instructions, whichever is most stringent.
 4. Inspection to include, but is not limited to the following: sheet layout, attachment, welding, details and probing of heat welds.
 5. Perform a final 'self-inspection' on all seams prior to requesting the inspection for warranty issuance by the manufacture.
- E. Warranty Inspection: Upon completion of the Project, the Roofing Contractor is responsible for scheduling a review of the installation with the roofing membrane manufacturer's representative and verify that the roofing system is installed in accordance with the Contract Documents.
1. Any corrections or modifications necessary for compliance are to be made at no cost to the Owner.

3.10 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Remove wrappings, empty containers, paper, and other debris from the roof daily. Dispose of debris in compliance with local, state, and federal regulations.
- C. Remove bituminous markings from finished surfaces.
- D. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- E. Repair or replace defaced or damaged finishes caused by work of this section.

3.11 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.
- C. Remove and replace construction damaged materials and assemblies at no cost to the Owner.

END OF SECTION

**SECTION 07 62 00
SHEET METAL FLASHING AND TRIM**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, collection boxes, and other items indicated in Schedule.
- B. Sealants for joints within sheet metal fabrications.
- C. Reglets and accessories.

1.02 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix).
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- C. ASTM B32 - Standard Specification for Solder Metal.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- E. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- F. CDA A4050 - Copper in Architecture - Handbook.
- G. SMACNA (ASMM) - Architectural Sheet Metal Manual.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, finish, gauges, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples, 2 by 4 inches in size, illustrating metal finish color.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with five (5) years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. General: Sheet metal to be provided in thicknesses and gauges indicated, unless indicated otherwise in Drawings or in Schedule furnished at the end of this Section.
- B. Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24-gauge, 0.0239-inch thick base metal, primed for field painting.
- C. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24-gauge, 0.0239-inch thick base metal, shop pre-coated with PVDF coating.
 - 1. Polyvinylidene Fluoride (PVDF) Coating: Superior performing organic powder coating, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.

2. Color: As selected by Architect from manufacturer's standard colors.

2.02 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18-inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/2 inch and hemmed to form drip.
- G. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

2.03 PREFABRICATED ITEMS

- A. Overflow Nozzles: Wall flange with cow tongue nozzle design to divert water away from building; ADA compliant.
 - 1. Material: Cast bronze.
 - 2. Products: Jay R. Smith Mfg. Co; Smith 1770 T/Y ADA Downspout Nozzle: www.jrsmith.com.

2.04 ACCESSORIES

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for a complete metal flashing and trim installation.
- B. Fasteners: Same material and finish as flashing, with soft neoprene washers, unless noted otherwise.
- C. Primer Type: Zinc chromate.
- D. Protective Backing Paint: Zinc molybdate alkyd.
- E. Concealed Sealants: Non-curing butyl sealant.
 - 1. Products:
 - a. Tremco Commercial Sealants & Waterproofing; TremPro JS-773: www.tremcosealants.com/#sle.
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- G. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.
- H. Solder for Galvanized Steel: ASTM B32; Sn50 type, with acid flux recommended by sheet metal manufacturer.
- I. Mastic Butyl Tape: 3/32-inch by 3/8-inch.
 - 1. Manufacturer: Marco Industries; Mastix: www.marcoindustries.com.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

3.03 INSTALLATION

- A. Comply with drawing details.
- B. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.
- C. Apply plastic cement compound between metal flashings and felt flashings.
- D. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Solder metal joints for full metal surface contact, and after soldering wash metal clean with neutralizing solution and rinse with water.
- F. Install isolation membrane or brake between dissimilar materials.
- G. Horizontal planes to have 15-degree slope minimum.
- H. Flashing terminations and transitions to have upturned end dams. End dams to be soldered or folded with no cuts for watertightness.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for field inspection requirements.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

3.05 SCHEDULE

- A. Scupper Boxes: Coordinate with Drawings.
- B. Fascia System: 3-piece snap-on fascia by roofing membrane manufacturer.
- C. Roofing Penetration Flashings, for Pipes, Structural Steel, and Equipment Supports: Coordinate with Drawings.

END OF SECTION

**SECTION 07 72 00
ROOF ACCESSORIES - ALTERNATE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roof hatches.
- B. Ladder safety post.
- C. Safety railing system.

1.02 REFERENCE STANDARDS

- A. 29 CFR 1910.23 - Ladders.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- C. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- D. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
- E. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric).

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Shop Drawings: Submit detailed layout developed for this project and provide dimensioned location and number for each type of roof accessory.
- D. Warranty Documentation:
 - 1. Submit manufacturer warranty.
 - 2. Ensure that forms have been completed in Owner's name and registered with manufacturer.
 - 3. Submit documentation that roof accessories are acceptable to roofing manufacturer, and do not limit the roofing warranty.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products under cover and elevated above grade.

1.05 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.

PART 2 PRODUCTS

2.01 ROOF CURBS

2.02 ROOF HATCHES AND VENTS

- A. Roof Hatch Manufacturers:
 - 1. Babcock-Davis; ThermalMAX Thermally Broken Roof Hatch: www.babcockdavis.com/#sle.
 - 2. Bilco Company; Type TB (various types and special size): www.bilco.com/#sle.

3. Dur-Red Products; Ladder Hatch - LH: www.dur-red.com/#sle.
 4. Milcor, Inc: www.milcorinc.com.
 5. SafePro LP: www.safeprosafety.com.
 6. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Roof Hatches: Factory-assembled aluminum frame and cover, complete with operating and release hardware.
1. Mounting: Provide frames and curbs suitable for mounting conditions as indicated on drawings.
 2. Size: Match existing; field verify.
- C. Frames and Curbs: One-piece curb and frame with integral cap flashing to receive roof flashings; extended bottom flange to suit mounting.
1. Material: Mill finished aluminum, 11 gauge, 0.0907 inch thick.
 2. Insulation: Manufacturer's standard; 1 inch rigid glass fiber, located on outside face of curb.
 3. Curb Height: 12 inches from finished surface of roof, minimum.
- D. Metal Covers: Flush, insulated, hollow metal construction.
1. Capable of supporting 40 psf live load.
 2. Material: Mill finished aluminum; outer cover 11 gauge, 0.0907 inch thick, liner 0.04 inch thick.
 3. Insulation: Manufacturer's standard 1 inch rigid glass fiber.
 4. Gasket: Neoprene, continuous around cover perimeter.
- E. Ladder Safety Post: Manufacturer's standard accessory safety post mounted directly to the roof ladder.
1. Ladder-Up No. LU2 as manufactured by Bilco Co.
 2. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Hardware: Steel, zinc coated and chromate sealed, unless otherwise indicated or required by manufacturer.
1. Lifting Mechanisms: Compression or torsion spring operator with shock absorbers that automatically opens upon release of latch; capable of lifting covers despite 10 psf load.
 2. Hinges: Heavy duty pintle type.
 3. Hold open arm with vinyl-coated handle for manual release.
 4. Latch: Upon closing, engage latch automatically and reset manual release.
 5. Manual Release: Pull handle on interior.
 6. Locking: Padlock hasp on interior.

2.03 NON-PENETRATING ROOFTOP SUPPORTS/ASSEMBLIES

- A. Safety Railing System: Roof hatch safety rail system mounted directly to curb without penetration of roofing system.
1. Railing Size: As indicated on drawings.
 2. Railing: Comply with 29 CFR 1910.23 for ladder safety, with safety factor of two.
 3. Posts and Rails: Galvanized steel tubing.
 4. Gate: Same material as railing; automatic closing with latch.
 5. Finish: Manufacturer's standard, factory-applied.
 6. Gate Hinges and Post Guides: ASTM B221 (ASTM B221M), 6063 alloy, T5 temper aluminum.
 7. Mounting Brackets: Hot-dip galvanized steel, 1/4 inch thick, minimum.
 8. Fasteners: Stainless steel, Type 316.
 9. Products:
 - a. BILCO Company; Bil-Guard 2.0: www.bilco.com/#sle.
 - b. Kee Safety, Inc; KeeHatch Railing System: www.keesafety.com.
 - c. SafePro LP; Roof Hatch Fall Protection Safety Rail: www.safeprosafety.com.

- d. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using methods recommended by manufacturer for achieving acceptable results for applicable substrate under project conditions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

3.04 CLEANING

- A. Clean installed work to like-new condition.

3.05 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

**SECTION 09 91 13
EXTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne-coated stainless steel, zinc, and lead.
 - 6. Floors, unless specifically indicated.
 - 7. Ceramic and other types of tiles.
 - 8. Glass.
 - 9. Concealed pipes, ducts, and conduits.

1.02 DEFINITIONS

- A. Comply with ASTM D16 for interpretation of terms used in this section.

1.03 REFERENCE STANDARDS

- A. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
- B. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials.
- C. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual.
- D. SSPC-SP 1 - Solvent Cleaning.
- E. SSPC-SP 2 - Hand Tool Cleaning.
- F. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - 4. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.
- C. Samples: Submit two paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens not required.

- D. Certification: By manufacturer that paints and finishes comply with VOC limits specified and requirements of Contract Documents and are compatible with applicable substrates and with specified primers and top coats.
- E. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used and color samples of each color and finish used.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
 - 3. Provide in new, unopened containers, clearly labeled with color name and formula in addition to the manufacturer's label.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum five years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five years experience and approved by manufacturer.
 - 1. Contractor to maintain a qualified crew of painters throughout the duration of the Work. Maintain at least one qualified journey person at all times during execution of the work of this section and to direct all work performed under this section. Journey person to be thoroughly familiar with the specified requirements and the materials and methods needed for their execution.
 - 2. All materials preparation and workmanship to conform to requirements of the latest edition of the Architectural Painting Specification Manual by the Master Painters Institute (hereafter referred to as the MPI Painting Manual) as issued by the MPI Accredited Quality Assurance Association having jurisdiction.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not apply materials when surface or ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes from the same manufacturer to the greatest extent possible.
- B. Paints:

1. Base Manufacturer: Sherwin-Williams Company: www.sherwin-williams.com.
2. Miller Paint Company: www.millerpaint.com.
3. Rodda Paint Company: www.rodmapaint.com.

C. Primer Sealers: Same manufacturer as top coats.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 3. Supply each paint material in quantity required to complete entire project's work from a single production run.
 4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.
- B. Flammability: Comply with applicable code for surface burning characteristics.
- C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- D. Colors: As indicated in Color Schedule.
1. Extend colors to surface edges; colors may change at any edge as directed by Architect.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Wood, Opaque, Latex, 3 Coat:
1. One coat of latex primer sealer; Sherwin-Williams Extreme Block Stain Blocking Primer-Sealer, B49 Series.
 2. Satin: Two top coats; Sherwin-Williams A-100 Exterior Acrylic Latex.
- B. Fiber Cement Board:
1. Touch up primer on pre-primed boards and prime field-cut edges per manufacturer's recommendations.
 - a. Primer: Sherwin-Williams Loxon Concrete and Masonry Primer.
 2. Satin: Two top coats: Sherwin-Williams A-100 Exterior Acrylic Latex.
- C. ABS and PVC Downspouts, Latex, 3 Coat:
1. One coat of primer: Sherwin-Williams Extreme Bonding Primer.
 2. Two finish coats: Sherwin-Williams A-100 Exterior Acrylic Latex.
- D. Ferrous Metals, Primed, Latex, 2 Coat:
1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
 2. Two top coats: Exterior Latex/Acrylic:
 - a. Products:
 - 1) Sherwin-Williams Pro Industrial DTM Acrylic Coating, Semi-gloss.
- E. Galvanized Metals, Latex, 3 Coat:
1. One coat galvanize primer.
 - a. Sherwin-Williams Pro Industrial Pro-Cryl Primer.
 2. Semi-gloss: Two coats of latex enamel.
 - a. Sherwin-Williams Pro Industrial DTM Acrylic Coating, Semi-gloss.
- F. Exposed Structural Steel, Galvanized, High Performance:
1. One prime coat: Sherwin-Williams Macropoxy 646, B58-600 Series at 2-4 mils DFT.
 2. Two top coats: Sherwin-Williams Pro Industrial WB Acrolon 100, B65-700 Series at 1.8-3.6 mils DFT per coat; Gloss.

2.04 PRIMERS

- A. Primers: Provide primers as listed in paint systems above, unless other primer is required or recommended by manufacturer of op coats for specific substrate.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Confirm ambient and surface temperatures are within the paint product manufacturer's published temperature ranges (see 1.07).
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Exterior Plaster and Stucco: 12 percent.
 - 2. Fiber Cement Siding: 12 percent.
 - 3. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Fiber Cement Siding: Remove dirt, dust and other foreign matter with a stiff fiber brush. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- G. Exterior Plaster: Fill hairline cracks, small holes, and imperfections with exterior patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- H. Galvanized Surfaces:
 - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 - 2. Prepare surface according to SSPC-SP 2.
- I. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.
- J. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied. Back prime concealed surfaces before installation.

3.03 APPLICATION

- A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.

END OF SECTION